# INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

1. SOLICITATION NUMBER

SP0600-00-R-0089

a. SEALED BID

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

#### **INSTRUCTIONS**

Standard Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying OFFEROR SUBMISSION PACKAGE.

See the provision of this solicitation entitled "L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S)." Offers received after the offer closing date and time may be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above, and the date and local time set forth for offer closing. The offer package should be addressed to the following:

ATTN: Bid Custodian, DESC-CPC, Room 3815

**Defense Energy Support Center** 

8725 John J. Kingman Road, Suite 4950

Ft. Belvoir, VA 22060-6222

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

DEFENSE ENERGY SUPPORT CENTER LOCATION: COG 3 POSTS, CAMPS & STATIONS

8725 JOHN J. KINGMAN ROAD SUITE 4950 PURCHASE PROGRAM: 3.23

FT. BELVOIR, VA 22060-6222 FAX: (703) 767-8506

BUYERS/SYMBOL: CAROL A.BARROW/DESC-PE E-MAIL: cbarrow@desc.dla.mil WEB PAGE: http://www.desc.dla.mil

4. ITEMS TO BE PURCHASED (Brief description)

(2-Year quantity in Gallons) ORDERING PERIOD:

Date of Award Thru 31 JUL 2002

GASOLINE, REG/MID UNL (OR GASOHOL) 611,920
DIESEL FUEL, DL-2 2,603,310
FUEL OIL, BURNER, FS-2 2,207,520
DIESEL FUEL 1 76,100
FUEL OIL, BURNER, FS-4 30,000

COG 3 PCS PETROLEUM REQUIREMENTS IN WASHINGTON DC AND STATES OF IN, KY. MD. OH, TN,

VA AND WV.

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_\_\_\_% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of

Contents in this solicitation for details of the set-aside.)

(1) Small Business (2) Labor Surplus Area Concerns (3) Combined Small Business/Labor Area Concerns

#### \*\*IMPORTANT INFORMATION\*\*

- A. The closing date for this solicitation is 12 September 2000, 3:00 p.m. Eastern Daylight Time (EDT), Ft. Belvoir, VA.
- B. Any facsimile offer to this solicitation may be submitted in accordance with Clause L2.11-3, Facsimile Proposals Commercial Items.
- C. CONTRACT TYPE: This is a multiyear solicitation. Any contract awarded as a result of this solicitation will be a "REQUIREMENTS FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contract. Refer to Clause I84, **REQUIREMENTS** and and 186.03, **DELIVERY ORDER LIMITATIONS**.
- D. AMENDMENTS to the solicitation must be signed, dated, and returned with your offer. Failure to do so may result in a rejection of your offer.

7. PC	INT OF	CONTACT	FOR	INFORM	ATION
-------	--------	---------	-----	--------	-------

a. NAME (Last, First, Middle Initial)	b. ADDRESS (Including Zip Code)
	Defense Energy Support Center
BARROW, CAROL A.	ATTN: DESC-PE
c. TELEPHONE NUMBER (Including Area Code and Extenstion) (NO	8725 John J. Kingman Road, Suite 4950
collect calls) (703) 767-8330	FT. Belvoir, Virginia, 22060-6222

COLLECT CALLS) (703) 767-8330 DD Form 1707, MAR 90

	ILLAGO	1310	א אנ	RESPONSE (X all th	ιαι αρριγ)						
	a. CAN	NOT C	OMPL	Y WITH SPECIFICATION	IS	b. CANNOT MEET DELIVERY REQUIREMENTS					
	c. UNA	BLE TO	O IDEN	ITIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED					
	e. OTHE	R (Spe	ecify)								
9.	MAILING	3 LIST	r info	ORMATION (X one)							
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a.	COMPAN	NY NA	ME			b. ADDRESS (Incl	luding Zip Code)				
C,	ACTIO	N OFF	ICER								
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SOLICITATION NUMBER						
SP0600-00-R-0089						
DATE (YYMMDD)	LOCAL TIME					
000912	3:00 PM EDT					

Defense Energy Support Center Attn: DESC-CPC, Room 3729 Suite 4950 8725 John J. Kingman Road FT. Belvoir, VA 22060-6222

- E. ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACT WITH GOVERNMENT AGENCIES OR IN RECEIPT OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.
- F. <u>NOTE:</u> If your firm does not wish to offer on this solicitation, but you do wish to remain on the DESC mailing list, this form must be returned to DESC within 30 days after the closing date of the solicitation. Failure to respond within this time frame might result in automatic removal from the mailing list.
- G. **ECONOMIC PRICE ADJUSTMENT and BASE REFERENCE**: The base reference date in Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S) will be **24 July 2000**. The reference publication(s) will be identified in Clause B19.19 under Reference Price Listing and will be used as a basis for offers. Contract prices will change weekly based on changes in the reference publications; price changes are not based on product costs. After award, DESC will post updated weekly contract prices on the DESC homepage at http://www.desc.dla.mil under "Doing Business with DESC". Specific regional information may be accessed at: http://www.desc.dla.mil/main/p/grfuels/reg3.htm.

#### H. TAXES:

Applicability of various Federal, State, and Local taxes is governed by the following clauses:

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
I28.02-2 FDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE I28.03-2 TAX EXEMPTION CERTIFICATES

Please note that it is the offeror's responsibility to ensure all applicable taxes and fees are included in or excluded from their offered price, as appropriate.

- (1) INCLUDE any state or local environmental, pollution, or inspection fees.
- (2) DO NOT INCLUDE any Federal Excise Taxes (FET) for gasoline, undyed diesel fuel, or undyed kerosene in your offer price. Sales to the National Guard, the Government of the District of Columbia, and some universities are exempt from FET. FET for all other sales should be listed as a separate line item on the Contractor's invoice.
- (3) DO NOT INCLUDE the Montgomery County, MD fuel/energy tax in your offer price for fuel oil delivered into Montgomery County, MD. Invoice this tax as a separate item.
- (4) DO NOT INCLUDE the Washington, DC Gross Receipts Tax in your offer. Invoice this tax as a separate offer.
- I. SUSPENSION OF THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESSES: In accordance with Subsection 2323(e) of Title 10, United States Code (USC), as amended by Section 801 of the Strom Thurmond National Defense Authorization Act for Fiscal Year 1999 and Office of the Under Secretary of Defense (OUSD) letter DP (DAR) dated January 25, 1999, the use of the SDB price evaluation adjustment under this solicitation is suspended for DoD. This suspension has been extended effective February 24, 2000, and shall be effective for 1 year.
- J. CENTRAL CONTRACTOR REGISTRATION (CCR): is required prior to contract award in accordance with the Department of Defense (DoD) Federal Acquisition Regulations (DFARS) 252.204-7004. This regulation is incorporated by reference under Clause I1.20, CLAUSE INCORPORATED BY REFERENCE. All CCR registrants are validated through the CAGE system (see next paragraph for more information). If you already have a CAGE code you may register via the Web at http://www.cdi.s.dla.mil/ccr. If you do not have a CAGE code you may register via the Web at http://www.ccr.dlsc.dla.mil or by telephone at 1-888-227-2423.
- K. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE code in Block 17a of SF 1449, in the space marked "Facility Code." If you have a current Government Contract and do not know what your CAGE code is, you may contact Walt Baker via E-mail at: wbaker@dlsc.dla.mil or call (616) 961-4220. If you have not been assigned a CAGE code, insert the word "None" in the block.
- L. DUNS NUMBER: Include your Data Universal Numbering System Number on the cover sheet of your offer.
- M. NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

DD Form 1707 (Continued)

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N. OFFER SUBMISSION PACKAGE (OSP): Please complete and submit an original OSP, Price Data Sheets, and other required forms in their entirety as your offer. All clauses and all sheets in the Offer Submission Package should be carefully reviewed. Be sure to sign and complete Blocks 30a, 30b, and 30c of Standard Form (SF) 1449 of the OSP package. Please keep a Solicitation Package and a copy of the OSP for your records.

O. POINTS OF CONTACT:

Small Business Information: Kathy Williams (703) 767-9400

kwilliams@desc.dla.mil

Solicitation Points of Contact:

George Atwood Carol A. Barrow
Contracting Officer Contract Specialist
(703) 767-9509 (703) 767-8330
gatwood@desc.dla.mil cbarrow@desc.dla.mil

P. **EMERGENCY CONTACT POINT**: For emergency situations during non-duty hours contact:

OPERATIONS CENTER
CONTINGENCY PLANS AND OPERATIONS DIVISION
(703) 676-8420 OR (800) TOPOFF

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						=MS	1. REQUISITION NUMBER PAGE 1 OF SP0600-99-0305/0306						- 85		
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#### **LIST OF ATTACHMENTS**

#### THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X] DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X] SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
[X] OFFER SUBMISSION PACKAGE	SEPARATE COVER
[X] ITEM LIST BY STATE	ATTACHED
[X] BASE REFERENCE PRICES	ATTACHED

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#### B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)

- (a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.
- (b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.
- (c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.
- (d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 3) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.
  - (e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.
- (1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.
  - (2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government. (DESC 52.207-9F45)

PORTS REQUIREMENTS: Unless otherwise clearly indicated, the requirements solicited in this solicitation are not governed by the PORTS ordering, certification of receipt, submission of invoice, or payment procedures. The acronym 'PORTS' stands for paperless ordering and receipt transaction screens. PORTS is an internet methodology for limited contract administration functions. Selected Requirements for the Army, Navy and other DOD (not to include Air Force) have been solicited with provisions in place for implementing the Paperless Ordering & Receipt Transactions Screens (PORTS) Internet application. If you are awarded an item designated as "PORTS ACTIVE" the use of the PORTS Internet application are to be mandatory and the following PORTS Contract Clauses listed below are applicable. PLEASE NOTE: In the event that your company is awarded a contract, DESC will indicate on the award sheet whether or not the item is PORTS active. PORTS active items will incorporate the use of the PORTS clauses, while the non-PORTS items will incorporate the use of non-PORTS clauses. It is DESC's intention to convert all Army, Navy, and other DOD (not to include Air Force) non-PORTS items to PORTS items as soon as practical. When an item that was initially awarded as non-PORTS item is converted to a PORTS item, you will be notified in writing at least seven (7) days prior to the conversion. Once the item(s) is/are converted the relevant PORTS clauses will apply, and use of the PORTS Internet application will be mandatory. DESC reserves the right to convert items from non-PORTS to PORTS items at anytime at no cost to the Government.

- 11.03-8 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC AUG 1999)
- II.03-9 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM (DESC AUG 1999)
- G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC MAR 1999)

The quantity shown for each requirement set forth in the Schedule is the two year quantity in gallons.

Gasoline/Gasoline Pairs: Gasohol, Gasoline items are being solicited as alternative items, and the quantity is annotated by the Gasohol item. Please note that under each Activity in the Schedule, all alternate Gasoline items (Product Codes 26, 27, And 28), are listed after its equivalent Gasohol item. The award will be only for one product (Gasohol or Gasoline) and will be made at the overall lowest cost to the Government. Gasohol cannot be substituted for Gasoline or vice versa. The product awarded "Gasohol or Gasoline" will be delivered for the entire contract performance period. The term "Gasohol" does not mean, "Oxygenated Gasoline."

The quantity of each item to be solicited is the estimated two year quantity set forth in the Schedule.

The use of used fuel is not authorized to support fuel oil requirements under this solicitation.

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WASHINGTON DISTRICT OF COLUMBIA

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WASHINGTON

DC, GSA, HOWARD UNIV SVC CTR, 2244 10TH ST, NW 20059 INDEPENDENT CITY

DELIVERY FEDAAC: 753124

ORDERING OFFICE : 703-557-0235 ALT ORDERING OFFICE: 703-557-1055

C50-52 FUEL OIL, BURNER #4 (FS4)
MAX. SULFUR CONTENT 1.00 %

30,000 GL

TANK WAGON (TW), INTO 1/7,500 GALLON ABOVE GROUND TANK(S) AT 16TH ST NW 1/5,000 GALLON TANK AT 10TH ST NW METERED DELIVERY TICKET REQUIRED THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF

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WASHINGTON,

NOTIFICATION.

DC, NAVY, NEBRASKA AVENUE COMPLEX, 3801 NEBRASKA AVENUE, NW INDEPENDENT CITY

DELIVERY DODAAC: N39830 BILLING DODAAC: N70092

ORDERING OFFICE: 202-685-8601

514-46 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.20 % 52,800 GL

TANK TRUCK (TT), W/PUMP AND METER INTO

2/20,000 GALLON TANKS NAC BLDG 15

2/10,000 GALLON TANKS NAC BLDG 15

NOTE: A CERTIFICATION FROM THE SUPPLIER SHALL ACCOMPANY

EACH SHIPMENT WHICH WILL INCLUDE THE FOLLOWING:

- A. NAME OF THE FUEL SUPPLIER
- B. DATE ON WHICH THE OIL WAS RECEIVED
- C. VOLUME OF DISTILLATE OIL DELIVERED IN SHIPMENT
- D. A STATEMENT THAT THE OIL COMPLIES WITH ASTM D-396 SPECIFICATIONS FOR FUEL OIL  $\sharp 2$
- E. THE SULFUR CONTENT OF THE OIL
- F. BILL OF LADING NUMBER & TRUCK TRANSPORT NUMBER

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE.

HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE

CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

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STATE OF INDIANA

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TERRE HAUTE

IN, DJ, BUREAU OF PRISONS, US PENITENTIARY

VIGO COUNTY

DELIVERY FEDAAC: 155202

ORDERING OFFICE: 812-238-1531 EXT 479

D90-67 DIESEL FUEL #1, LOW SULF (LS1)

33,000 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK
ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0830-1500 DELIVERY: OCT - MAR

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STATE OF KENTUCKY

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ASHLAND,

KY, DJ, BUREAU OF PRISONS, ASHLAND FEDERAL CORRECTIONAL INST

BOYD COUNTY

DELIVERY FEDAAC: 155303

ORDERING OFFICE: 606-928-6414 EXT 203

E05-19 GASOHOL, MID UNL (GUM)

13,200 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

E05-26 GASOLINE, MID UNL (MUM)

0 GL

TANK WAGON (TW), INTO 1/2,000 GALLON TANK 1/500 GALLON TANK ANTICIPATE 75% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E05-19. AWARD WILL

BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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STATE OF KENTUCKY

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BOWLING GREEN,

KY, USPS, 1227 CENTER STREET

WARREN COUNTY

DELIVERY FEDAAC: 185305

ORDERING OFFICE : 502-782-9342

ALT ORDERING OFFICE: 336-665-2868, FAX: 336-665-2866

POC: J. THOMAS

E15-24 GASOHOL, REG UNL (GUR) 47,520 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

E15-28 GASOLINE, REG UNL (MUR) 0 GL

TANK TRUCK (TT), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE LOADING RACK METERED DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E15-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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STATE OF KENTUCKY

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FT CAMPBELL,

ITEM

NUMBER

KY, ARMY, WICKHAM AVE, BLDG #5185,

CHRISTIAN COUNTY

DELIVERY DODAAC: W34TVE BILLING DODAAC : W34TVE

ORDERING OFFICE: 502-798-7853

ORDERING DODAAC : DAKF23

160-461 FUEL OIL, BURNER #2 (FS2) MAX. SULFUR CONTENT 0.50 % 60,000 GL

TANK WAGON (TW), W/PUMP & METER AND 125 FT OF

HOSE INTO

6/30,000 GALLON TANKS

2/20,000 GALLON TANKS

4/10,000 GALLON TANKS

3/8,000 GALLON TANKS

2/6,000 GALLON TANKS

3/5,000 GALLON TANKS

1/3,000 GALLON TANK

3/2,000 GALLON TANKS

1/1,500 GALLON TANK

26/1,000 GALLON TANKS

3/550 GALLON TANKS

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0730-1430

NOTE 1: CONTRACTOR SHALL ACCEPT ORAL AND/OR FACSIMILE ORDERS TO BE FOLLOWED UP BY HARD COPY WITHIN ONE WORKING DAY

NOTE 2: CYCLE SYS REOS EA TANK TO BE FILLED TO CAP EVERY 5 WORKING DAYS ON A ROTATING BASIS. START AT THE N END AND END AT THE S END OF POST. IN EMERGENCY, SOME TANKS MAY REQUIRE A 2ND

FILLING

DURING 5 DAY INTERIM.

NOTE 3: INVOICE DELIVERY TICKETS MUST BE ANNOTATED WITH SULFUR CONTENT FOR EACH SEPARATE LOAD OR DROP OF FUEL DELIVERED TO A SPECIFIC BUILDING OR TANK, REGARDLESS OF AMOUNT. THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL SUBSTITUTE BILLING DODAAC : W34GM1

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STATE OF KENTUCKY

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MAMMOTH CAVE,

KY, DI, NATL PK SVC,  $14\ \text{MI}\ \text{W}$  OF CAVE CITY,

EDMONSON COUNTY

DELIVERY FEDAAC: 144805

ORDERING OFFICE: 270-758-2251

E74-19 GASOHOL, MID UNL (GUM) 80,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

E74-26 GASOLINE, MID UNL (MUM) 0 GL

TANK WAGON (TW), INTO 1/3,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E74-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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E74-46 FUEL OIL, BURNER #2 (FS2)
MAX. SULFUR CONTENT 0.50 %

46,600 GL

TANK WAGON (TW), INTO

1/2,500 GALLON TANK

2/2,000 GALLON TANKS

1/1,100 GALLON TANK

1/1,000 GALLON TANK

4/560 GALLON TANKS

2/500 GALLON TANKS

DELIVERY TICKET REQUIRED

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STATE OF KENTUCKY

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MANCHESTER,

KY, DJ, FEDERAL CORRECTIONAL INSTITUTION RT 8, FOX HOLLOW RD.

CLAY COUNTY

DELIVERY FEDAAC: 154826

ORDERING OFFICE: 606-598-1900 (X4130)

E70-24 GASOHOL, REG UNL (GUR)

46,600 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

E70-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM E70-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

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E70-68 DIESEL FUEL #2, LOW SULF (LS2)

26,650 GL

TANK WAGON (TW), INTO 1/25,000 GALLON TANK 1/4,000 GALLON TANK ANTICIPATE 90% ON HIGHWAY USE DELIVERY TICKET REQUIRED

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STATE OF MARYLAND

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ABERDEEN PROVING GROUNDS

U.S. ARMY ABERDEEN TEST CENTER

MD, ARMY, 4 MI SE OF ABERDEEN (ABERDEEN AREA)

HARFORD COUNTY

DELIVERY DODAAC: W23HYY BILLING DODAAC : W23HYY

ORDERING OFFICE: 410-306-1632 ORDERING DODAAC : W23HYY

201-34 DIESEL FUEL #2 (DF2) MAX. SULFUR CONTENT 0.30 % MINIMUM CETANE 45

53,280 GL

TANK WAGON (TW), W/PUMP AND METER AND 40 FEET OF HOSE INTO

1/10,000 GALLON ABOVE GROUND TANK PRODUCT IS FOR USE N PATROL BOATS (8) AND MECHANIZED LANDING CRAFT (1). BOATS WILL BE USED IN TESTS CONDUCTED BY U.S. ARMY ABERDEEN TEST CENTER. BOATS ARE LOCATED AT BUILDING 631 BOAT DOCK. ESTIMATED DELIVERY INCREMENTS = 3,500 GALS. ANTICIPATE 0% ON-HIGHWAY USE. CERTIFIED DELIVERY TICKETS REQUIRED. DELIVERY HOURS: 0700 -- 1400 HOURS.

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STATE OF MARYLAND

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ANDREWS AFB,

MD, USAF, AMC, 89 AW, RT#4 AND SUITLAND PARKWAY, DRIVER MUST SIGN IN & OUT AT NORTH GATE AND REPORT TO BLDG 3014 PRINCE GEORGE'S COUNTY

DELIVERY DODAAC: FP4425

ORDERING OFFICE: 301-981-7256

805-462 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.30 %

978,120 GL

TANK TRUCK (TT), W/PUMP AND 30 FOOT OF HOSE INTO 1/150,000 GALLON TANK AT BLDG 1515

2/200,000 GALLON TANKS AT BLDGS 1732 AND 3409

DELIVERY HOURS: 0700-1600

DUPLICATE DELIVERY TICKETS REQUIRED

MULTIPLE DROP

THIS FACILITY CANNOT BURN "USED" OR RECYCLED FUEL

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STATE OF MARYLAND

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BERLIN,

MD, DI, NATL PARK SVC, ASSATEAGUE ISLAND NATL PARK, END OF ROUTE 611.

WORCESTER COUNTY

DELIVERY FEDAAC: 143230

ORDERING OFFICE: 410-641-1443 EXT. 200

F45-46 FUEL OIL, BURNER #2 (FS2)

20,000 GL

TANK WAGON (TW), INTO

1/1,000 GALLON ABOVE GROUND TANK(S)

DELIVERY HOURS: 0800-1630

F45-68 DIESEL FUEL #2, LOW SULF (LS2)

7,260 GL

TANK WAGON (TW), INTO 1/2,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 50% ON HIGHWAY USE DELIVERY HOURS: 0800-1630

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FORT MEADE

MD, EPA, 701 MAPES ROAD, FORT MEADE, MD 20755-5350

ANNE ARUNDEL COUNTY

DELIVERY FEDAAC: 683209

ORDERING OFFICE : 410-305-2646 ALT ORDERING OFFICE: 410-305-2647

FREDERICK DREISCH, FACILITY MANAGER

G16-94 DIESEL FUEL, LS#2 (DYED) (LSS)

50,000 GL

TANK TRUCK (TT), W/PUMP & METER INTO 1/25,000 GALLON ABOVE GROUND TANK(S) TANK LOAD POINT 10 YARDS FROM CURB, BOTTOM FILL STATION, ABOVE GROUND STORAGE TANK ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0730-1630 MONDAY TO FRIDAY (FEDERAL HOLIDAYS EXCLUDED)
THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

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STATE OF MARYLAND

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G70 POOLESVILLE,

NUMBER

MD, HHS, NATIONAL INSTITUTE OF HEALTH, ANIMAL CENTER

MONTGOMERY COUNTY

DELIVERY FEDAAC: 753229

ORDERING OFFICE : 301-402-2049 ALT ORDERING OFFICE: FAX: 301-402-0017

POC: JOHN PAVLIDES

G70-94 DIESEL FUEL, LS#2 (DYED) (LSS)

2,000,000 GL

TANK TRUCK (TT), INTO

2/50,000 GALLON TANKS AT POWER PLANT

ANTICIPATE 0% ON HIGHWAY USE

LOADING RACK METERED DELIVERY TICKET REQUIRED

RANDLE CLIFF

MD, NAVY, CHESAPEAKE BAY DIV, (FOR NAVAL RESEARCH LAB, WASH DC),

CALVERT COUNTY

DELIVERY DODAAC: N00173
BILLING DODAAC: N00173

ORDERING OFFICE: 202-767-3781

ORDERING DODAAC : N00173

562-08 RFG REGULAR UNLEADED (MRR)

13,200 GL

TANK WAGON (TW), INTO 1/1,000 GALLON TANK

ANTICIPATE 90% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

160,000 GL

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STATE OF MARYLAND

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SILVER SPRING, MD, ARMY, WRAMC FORREST GLEN ANNEX 2461 LINDEN LANE MONTGOMERY COUNTY

DELIVERY DODAAC: W71PEC BILLING DODAAC : W71PEC

ORDERING OFFICE: 301-295-7564

ORDERING DODAAC : W71PEC

248-462 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.30 %

TANK TRUCK (TT), W/PUMP INTO 1/30,000 GALLON ABOVE GROUND TANK AT BLDG 503 1/20,000 GALLON ABOVE GROUND TANK AT BLDG 503 DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1530

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

DELIVERY MAY BE REQD W/24 HRS NOTICE

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STATE OF MARYLAND

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SUITLAND,

MD, NAVY, NATIONAL MARITIME INTELLIGENCE CENTER 4251 SUITLAND ROAD PRINCE GEORGE'S COUNTY

DELIVERY DODAAC: N00015 BILLING DODAAC: N00171

ORDERING OFFICE: 202-685-8601

ORDERING DODAAC : N68925

566-46 FUEL OIL, BURNER #2 (FS2) 66,000 GL

MAX. SULFUR CONTENT 0.50 % \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO

2/50,000 GALLON TANKS

DELIVERY HOURS: 0900-1400 MONDAY TO FRIDAY

DELIVERY MAY BE REQD W/24 HRS NOTICE

NOTE: MUST PROVIDE DRIVERS:

A. FULL NAME

B. DATE/PLACE OF BIRTH

C. SSN

D. CITIZENSHIP MUST BE U.S.

E. DRIVERS LIC # & STATE OF ISSUE (PHOTO ID)

ESCORT REQUIRED

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE

DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

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STATE OF OHIO

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SPRINGFIELD

OH, USAF, 10649 MCKINLEY RD, CINCINNATI, OH 45241 HAMILTON COUNTY

DELIVERY DODAAC: FP6352 BILLING DODAAC: FP6352

ORDERING OFFICE: 937-327-2310

847-24 GASOHOL, REG UNL (GUR) 3,300 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

847-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO

1/1,000 GALLON BOTTOM LOADING TANK(S)

ANTICIPATE 10% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

847-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

B1.01 SUPPLIES TO BE FURNISHED (CONT) ITEM NUMBER

SP0600-00-R-0089 ESTIMATED QUANTITY USG

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STATE OF OHIO

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SPRINGFIELD

OH, USAF, 10649 MCKINLEY RD, CINCINNATI, OH 45241

HAMILTON COUNTY

DELIVERY DODAAC: FP6352 BILLING DODAAC: FP6352

ORDERING OFFICE: 937-327-2310

847-32 DIESEL FUEL #1 (DF1)

20,000 GL

TANK TRUCK (TT), INTO

1/10,000 GALLON BOTTOM LOADING TANK(S)

ANTICIPATE 25% ON HIGHWAY USE

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STATE OF TENNESSEE

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CHATTANOOGA,

TN, ARMY, NG, OMS #5, 1801 HOLTZCLAW, (FOR USPFO, TN),

HAMILTON COUNTY

DELIVERY DODAAC: W38TBZ BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

318-13 DIESEL FUEL #2 (DL2)

66,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 65% ON HIGHWAY USE DELIVERY TICKET REQUIRED

LEBANON,

TN, ARMY, NG, OMS #6, 237 S CUMBERLAND ST/ 604 WEST ADAMS (FOR USPFO, TN)

WILSON COUNTY

DELIVERY DODAAC: W38N16 BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

350-13 DIESEL FUEL #2 (DL2)

16,500 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 25% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NUMBER

SP0600-00-R-0089 ESTIMATED OUANTITY USG

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STATE OF TENNESSEE

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MARYVILLE,

TN, DI, NATL PK SVC, LOCK ROCK MAINT AREA, 20 MI S.

BLOUNT COUNTY

DELIVERY FEDAAC: 14471K

ORDERING OFFICE : 423-436-1217
ALT ORDERING OFFICE: FAX: 423-436-1220
POC: DAVID CLARK

K40-19 GASOHOL, MID UNL (GUM)

40,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

K40-26 GASOLINE, MID UNL (MUM)

0 GL

TANK WAGON (TW), INTO
1/1,000 GALLON TANK
ANTICIPATE 95% ON HIGHWAY USE
METERED DELIVERY TICKET REQUIRED
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM
K40-19. AWARD WILL BE MADE AT THE OVERALL LEAST
COST TO THE GOVERNMENT.

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MEMPHIS,

TN, DJ, BU OF PRISONS, FED CORR INST, 1101 JOHN A DENIE ROAD

SHELBY COUNTY

DELIVERY FEDAAC: 154732

ORDERING OFFICE: 901-372-2269 X213

K46-24 GASOHOL, REG UNL (GUR) 20,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

K46-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/5,200 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

K46-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

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K46-68 DIESEL FUEL #2, LOW SULF (LS2)

20,000 GL

TANK WAGON (TW), INTO 1/5,200 GALLON TANK

ANTICIPATE 100% ON HIGHWAY USE

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STATE OF TENNESSEE

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MEMPHIS.

NUMBER

TN, USAF, ANG, 164 AW, MEMPHIS IAP, I 240 AND US HWY #78, SHELBY COUNTY

DELIVERY DODAAC: FP6422

ORDERING OFFICE: 901-541-7157

865-13 DIESEL FUEL #2 (DL2)

33,000 GL

TANK WAGON (TW), INTO 1/4,250 GALLON TANK 3/600 GALLON TANKS ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: FUEL PIPE IS APPROX 10' ABOVE GROUND,

GOV'T

WILL FURNISH 10' LADDER. THE CLOSEST THE TRUCK CAN GET TO BLDG IS APPROX 25'. A 50' HOSE MAX IS REQD.

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 ${ t MEMPHIS}$  ,

TN, USAF, ANG, 164 AW, MEMPHIS IAP, I 240 AND US HWY #78, SHELBY COUNTY

DELIVERY DODAAC: FP6422

ORDERING OFFICE: 901-541-7157

865-24 GASOHOL, REG UNL (GUR)

30,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

865-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK 1/4,250 GALLON TANK ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 865-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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STATE OF TENNESSEE

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NASHVILLE,

 ${\tt TN}\,,~{\tt ARMY}\,,~{\tt NG}\,,~{\tt OMS}~\#9\,,~{\tt SIDCO}~{\tt DR}\,,~({\tt FOR}~{\tt USPFO}\,,~{\tt TN})\,,$ 

DAVIDSON COUNTY

DELIVERY DODAAC: W38TB2
BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

360-13 DIESEL FUEL #2 (DL2)

52,800 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 40% ON HIGHWAY USE DELIVERY TICKET REQUIRED

OAK RIDGE

TN, DOE, UT-BATTELLE CONTRACTOR, OAK RIDGE NATIONAL LAB

ANDERSON COUNTY

DELIVERY FEDAAC: 894777 BILLING FEDAAC: 894777

ORDERING OFFICE: 865-241-4752

K90-46 FUEL OIL, BURNER #2 (FS2)

700,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO

1/250,000 GALLON ABOVE GROUND TANK(S)

LOADING RACK METERED DELIVERY TICKET REQUIRED AVERAGE DELIVERY: 7,500 GALLONS. THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

WINCHESTER

TN, ARMY, NG, HHB, 1-115 FA BN, 313 WILTON CIRCLE

FRANKLIN COUNTY

DELIVERY DODAAC: W80C3K
BILLING DODAAC: W38NCE

ORDERING OFFICE: 615-313-2658

377-13 DIESEL FUEL #2 (DL2)

52,800 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 65% ON HIGHWAY USE DELIVERY TICKET REQUIRED

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STATE OF VIRGINIA

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FT STORY,

VA, ARMY, (FOR FT EUSTIS),

INDEPENDENT CITY OF VIRGINIA BEACH

DELIVERY DODAAC: W26ULK BILLING DODAAC: W26ULK

ORDERING OFFICE: 804-878-3100

ORDERING DODAAC : W26ULK

444-13 DIESEL FUEL #2 (DL2)
\*\*\*PORTS ACTIVE\*\*\*

20,000 GL

TANK WAGON (TW), W/PUMP & METER (CERTIFIED YEARLY) INTO

2/500 GALLON ABOVE GROUND TANK(S)

ANTICIPATE 5% ON HIGHWAY USE

2 DELIVERY TICKETS REQUIRED

DELIVERY HOURS: 0800-1400

NOTE 1: DRIVER SHALL REPORT TO BLDG 931 PRIOR TO

& AFTER DELIVERIES

NOTE 2: CONTRACTOR SHALL ACCEPT VERBAL ORDERS TO BE FOLLOWED UP BY WRITTEN ORDER WITHIN 1 WORK DAY

NOTE 3: EACH DELIVERY TRUCK SHALL HAVE FUEL DRIP

PAN & 50 LB BAG OF OIL ABSORBENT.

NOTE 4: OIL SPILLS/DEFECTIVE TANKS/PERFORMANCE PROBLEMS SHALL BE REPORTED TO 804-878-0336/3804 OR 422-7518.

THIS FUEL IS CAPITALIZED

GALAX

VA, ARMY, PFC CURTIS B SCHOOLEY USARC, 125 ARMORY RD (FOR FT DIX)

GRAYSON COUNTY

DELIVERY DODAAC: W26AHD BILLING DODAAC: W80PV6

ORDERING OFFICE: 609-562-3515

ORDERING DODAAC : W80PV6

446-46 FUEL OIL, BURNER #2 (FS2)

20,000 GL

MAX SULFUR 0.3%

TANK WAGON (TW), W/PUMP AND METER INTO

1/6,000 GALLON TANK

METERED TICKETS REQUIRED FOR EACH TANK.

NOTE: AFTER PURCHASE ORDER IS SIGNED, ORDERS

WILLV BE PLACED WITH THE CONTRACTOR TELEPHONICALLY.

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STATE OF VIRGINIA

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GATE CITY,

VA, ARMY, NG, ARMORY, HHD 1030TH ENGR BN, BEACH STREET, (FOR USPFO

VA)

SCOTT COUNTY

DELIVERY DODAAC: W26L79
BILLING DODAAC: W26L8F

ORDERING OFFICE: 804-775-9205 ORDERING DODAAC : UCZADA

448-13 DIESEL FUEL #2 (DL2)

34,400 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK 1/5,000 GALLON TANK TRUCK

ANTICIPATE 50% ON HIGHWAY USE

\*

VINTON

 $\mbox{VA, DI, ROANOKE MAINT AREA, NATL PK SVC, 2551 MTN. VIEW RD, BLUE RIDGE PKWY.$ 

ROANOKE COUNTY

DELIVERY FEDAAC: 143347

ORDERING OFFICE: 540-982-6490

M74-24 GASOHOL, REG UNL (GUR)

24,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

M74-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/3,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM M74-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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STATE OF WEST VIRGINIA

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ALDERSON,

WV, DJ, BU OF PRISONS, FEDERAL PRISON CAMP

MONROE COUNTY

DELIVERY FEDAAC: 153400

ORDERING OFFICE: 304-445-2901 EXT 224

N10-24 GASOHOL, REG UNL (GUR)

36,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

N10-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 2/2,000 GALLON TANKS

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N10-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

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N10-46 FUEL OIL, BURNER #2 (FS2)

4,000 GL

MAX. SULFUR CONTENT 0.50 %

TANK TRUCK (TT), INTO 2/1,000 GALLON TANKS

MULTIPLE DROP

THIS FACILITY USES NATURAL GAS AS ITS PRIMARY ENERGY SOURCE. HOWEVER, DURING TIMES OF NATURAL GAS CURTAILMENT OR WHEN THE ECONOMIC ANALYSIS INDICATES IT IS MORE COST EFFECTIVE TO BURN FUEL OIL, THE CONTRACTOR IS REQUIRED TO COMMENCE DELIVERIES WITHIN 48 HOURS OF NOTIFICATION.

N10-68 DIESEL FUEL #2, LOW SULF (LS2)

4,000 GL

TANK WAGON (TW), W/PUMP INTO 2/550 GALLON TANKS
ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY HOURS: 0800-1530 MONDAY TO FRIDAY

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STATE OF WEST VIRGINIA

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BEAVER,

NUMBER

WV, DJ, FED CORRECTIONAL INSTI, 1600 INDUSTRIAL DRIVE

RALEIGH COUNTY

DELIVERY FEDAAC: 153449

ORDERING OFFICE: 304-252-9758

N15-24 GASOHOL, REG UNL (GUR)

40,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

N15-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), W/25 FT HOSE & DIRECT DROP

CONNECTOR INTO

1/15,000 GALLON TANK

ANTICIPATE 50% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM

N15-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

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N15-94 DIESEL FUEL, LS#2 (DYED) (LSS)

10,000 GL

TANK WAGON (TW), W/25 FT HOSE & DIRECT DROP CONNECTOR INTO

1/20,000 GALLON TANK

ANTICIPATE 0% ON HIGHWAY USE

DELIVERY TICKET REQUIRED

BRIDGEPORT

WV, ARMY, NG, BENEDUM AIRPORT PROJECT, 2000 AVIATION WAY

HARRISON COUNTY

DELIVERY DODAAC: W90CC8
BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-842-3469

ORDERING DODAAC : W27L8R

477-13 DIESEL FUEL #2 (DL2)

46,200 GL

TANK WAGON (TW), W/PUMP & METER INTO 4/600 GALLON POD(S) ON 2/5 TON TRUCKS

ANTICIPATE 99% ON HIGHWAY USE

CERTIFIED DELIVERY TICKETS REQUIRED

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STATE OF WEST VIRGINIA

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BUCKHANNON,

WV, ARMY, NG, USPFO ADMIN ACCT, OMS #2, 1/4 MI S ON RTE #20, (FOR USPFO, WV)

UPSHUR COUNTY

DELIVERY DODAAC: W800BR
BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-623-1731 ORDERING DODAAC: W27L8R

480-13 DIESEL FUEL #2 (DL2)

20,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/1,200 GALLON TOP-LOADING MOBILE TANKER ANTICIPATE 99% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

CHARLESTON,

WV, USAF, ANG, 130 AG, 1679 COONSKIN DRIVE, 1-64 TO GREENBRIER ST EXIT, AIRPORT RD AND RT #114 TO COONSKIN DR, TO ANG KANAWHA COUNTY

DELIVERY DODAAC: FP6481

ORDERING OFFICE: 304-341-6206

900-12 DIESEL FUEL #1 (DL1)

23,100 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY: OCT - MAR

900-13 DIESEL FUEL #2 (DL2)

23,100 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED DELIVERY: APR - SEP

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STATE OF WEST VIRGINIA

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CHARLESTON,

WV, USAF, ANG, 130 AG, 1679 COONSKIN DRIVE, 1-64 TO GREENBRIER ST EXIT, AIRPORT RD AND RT #114 TO COONSKIN DR, TO ANG KANAWHA COUNTY

DELIVERY DODAAC: FP6481

ORDERING OFFICE: 304-341-6206

900-19 GASOHOL, MID UNL (GUM)

23,100 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

900-26 GASOLINE, MID UNL (MUM)

0 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 900-19. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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CLARKSBURG,

WV, ARMY, NG, 119TH ENGRCO (-) CSE RT 19S, MILFORD STR EXIT (FOR USPFO, WV)

HARRISON COUNTY

DELIVERY DODAAC: W27L8V BILLING DODAAC: W27L8R

ORDERING OFFICE: 304-623-1731 ORDERING DODAAC: W27L8R

487-13 DIESEL FUEL #2 (DL2)

21,120 GL

TANK WAGON (TW), W/PUMP & METER INTO 1/2,500 GALLON HEMTT TANKER(S) 1/1,200 GALLON TOP LOADING MOBILE TANKER ANTICIPATE 99% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

100,000 GL

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STATE OF WEST VIRGINIA

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HARPERS FERRY,

WV, DI, NATL PK SVC, NATIONAL HISTORICAL PARK,

JEFFERSON COUNTY

DELIVERY FEDAAC: 143403

ORDERING OFFICE: 304-728-5767

POC: JOYCE TWIGG

N40-24 GASOHOL, REG UNL (GUR) 24,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

N40-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/4,000 GALLON TANK ANTICIPATE 80% ON HIGHWAY USE

ANTICIPALE 60% ON HIGHWAI USE

METERED DELIVERY TICKET REQUIRED

DELIVERY HOURS: 0730-1330 MONDAY TO FRIDAY NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N40-24. AWARD WILL BE MADE AT THE OVERALL LEAST

COST TO THE GOVERNMENT.

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N40-46 FUEL OIL, BURNER #2 (FS2)

MAX. SULFUR CONTENT 0.50 %

TANK WAGON (TW), INTO

2/2,000 GALLON TANKS 4/1,000 GALLON TANKS

1/500 GALLON TANK

2/300 GALLON TANKS

METERED DELIVERY TICKET REQUIRED

AUTOMATIC FILL

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STATE OF WEST VIRGINIA

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KINGWOOD,

 $\mbox{WV}, \mbox{ ARMY}, \mbox{NG}, \mbox{CAMP DAWSON TRAINING SITE, (FOR USPFO WV),} \mbox{PRESTON COUNTY}$ 

DELIVERY DODAAC: W27L9J

ORDERING OFFICE: 304-329-4458, DSN 366-6552

ORDERING DODAAC : W27L8R

BILLING DODAAC : W27L8R

490-13 DIESEL FUEL #2 (DL2)

33,000 GL

TANK WAGON (TW), W/PUMP & METER INTO 2/6,000 GALLON ABOVE GROUND TANK(S) 1/2,500 GALLON HEMTT TANKER(S) ANTICIPATE 85% ON HIGHWAY USE CERTIFIED DELIVERY TICKETS REQUIRED

\*

MARTINSBURG,

WV, USAF, ANG, 167 AW, EASTERN WV REGIONAL AIRPORT, US #11 BERKELEY COUNTY

DELIVERY DODAAC: FP6482

ORDERING OFFICE: 304-262-5231

905-24 GASOHOL, REG UNL (GUR)

33,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

905-28 GASOLINE, REG UNL (MUR)

0 GL

TANK WAGON (TW), INTO 1/5,000 GALLON TANK ANTICIPATE 50% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM 905-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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B1.01 SUPPLIES TO BE FURNISHED (CONT) ITEM NUMBER

SP0600-00-R-0089 ESTIMATED OUANTITY USG

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STATE OF WEST VIRGINIA

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MARTINSBURG,

WV, VA, MEDICAL CENTER

BERKELEY COUNTY

DELIVERY FEDAAC: 363408

ORDERING OFFICE: 304-263-0811 EXT 3218

N80-24 GASOHOL, REG UNL (GUR) 66,000 GL

AND/OR, IN LIEU OF THE ABOVE, GOVERNMENT'S OPTION

N80-28 GASOLINE, REG UNL (MUR) 0 GL

TANK WAGON (TW), INTO 1/6,000 GALLON TANK ANTICIPATE 100% ON HIGHWAY USE DELIVERY TICKET REQUIRED NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM N80-24. AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

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SUGAR GROVE,

 $\ensuremath{\mathsf{WV}}\xspace$  , navy, naval security group activity pendleton county

DELIVERY DODAAC: N31188 BILLING DODAAC: N31188

ORDERING OFFICE: 304-249-6370/71

ORDERING DODAAC : N31188

746-682 DIESEL FUEL #2, LOW SULF (LS2)

13,200 GL

TANK TRUCK (TT), W/PUMP INTO 1/8,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE

\*

#### REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

#### **PREAWARD**

## K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)

- (a) **DEFINITIONS.** As used in this provision--
- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.
- (2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
  - (3) Women-owned small business concern means a small business concern-
- (i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (ii) Whose management and daily business operations are controlled by one or more women.
- (4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3)	TAXPAYER	IDENTIFICATIO	N NUMBER	(TIN).

[ ] TIN:	
[ ] TIN has been applied for.	
[ ] TIN is not required because:	
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively needed with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U [ ] Offeror is an agency or instrumentality of a foreign government; [ ] Offeror is an agency or instrumentality of a Federal, state, or local government; [ ] Other. State basis	-
(4) TYPE OF ORGANIZATION.	
[ ] Sole proprietorship;	
[ ] Partnership;	
[ ] Corporate entity (not tax-exempt);	
[ ] Corporate entity (tax-exempt);	
[ ] Government entity (Federal, State, or local);	
[ ] Foreign government;	
[ ] International organization per 26 CFR 1.6049-4;	
[ ] Other:	
(5) COMMON PARENT.	
[ ] Offeror is not owned or controlled by a common parent.	
[ ] Name and TIN of common parent:	
Name	

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.  (1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it
[ ] is [ ] is not
a small business concern.
(2) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it-
[ ] is [ ] is not
a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it
[ ] is [ ] is not
a women-owned small business concern.
NOTE: Complete paragraphs $(c)(4)$ and $(c)(5)$ only if this solicitation is expected to exceed the simplified acquisition threshold.
$(4) \ \ WOMEN-OWNED \ BUSINESS \ CONCERN \ (OTHER \ THAN \ SMALL \ BUSINESS \ CONCERN). \ (Complete \ only \ if the \ offeror \ is a \ women-owned \ business \ concern \ and \ did \ not \ represent \ itself \ as \ a \ small \ business \ concern \ in \ paragraph \ (c)(1) \ of \ this \ provision.)$ The offeror represents that it -
[ ] is
a woman owned business concern.
(5) <b>TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.</b> If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.
(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it
[ ] is [ ] is not
an emerging small business.
(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs)

or four designated industry groups (DIGs)). The offeror represents as follows:

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(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)	
NUMBER of EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
[ ] 50 or fewer [ ] 51 - 100 [ ] 101 - 250	[ ] \$1 million or less [ ] \$1,000,001 - \$2 million [ ] \$2,000,001 - \$3.5 million
[ ] 251 - 500 [ ] 501 - 750	[ ] \$3,500,001 - \$5 million [ ] \$5,000,001 - \$10 million
[ ] 751 - 1,000 [ ] Over 1,000	[ ] \$10,000,001 - \$17 million [ ] Over \$17 million
ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS COPARTICIPATION PROGRAM - DISADVANTAGED STATUS AN $^{\circ}$	clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS ID REPORTING, and the offeror desires a benefit based on its
disadvantaged status.)  (i) GENERAL. The offeror represents that eithe (A) It	er
[ ] is [ ] is not	
representation, as a certified small disadvantaged business concern in the that no material change in disadvantaged ownership and control has occ	n as a small disadvantaged business concern and identified, on the date of this e database maintained by the Small Business Administration (PRO-Net), and urred since its certification, and, where the concern is owned by one or more ual upon whom the certification is based does not exceed \$750,000 after 14(c)(2); or
[ ] has [ ] has not	
	Il Business Administration or a Private Certifier to be certified as a small rt B, and a decision on that application is pending, and that no material change on was submitted.
(ii) <b>JOINT VENTURE UNDER THE PRICE E BUSINESS CONCERNS.</b> The offeror represents, as part of its offer, the state of the	vision is accurate for the small disadvantaged business concern that is e small disadvantaged business concern that is participating in the joint
(8) (Complete if the offeror represented itself as dicheck the category in which its ownership falls:	isadvantaged in paragraph (c)(2) of this provision.) The offeror shall
[ ] Black American	
[ ] Hispanic American (American Indiana Fel	rimos, Alauta, an Nativa Hamaiiana)
[ ] Native American (American Indians, Esk	amos, Aleuts, of Native Hawahans).

	[	]	Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa,
			Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
	[	]	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
	]	]	Individual/concern, other than one of the preceding.
	(9) <b>H</b>	UBZ	ONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business
concern in parag	graph (	c)(1)	of this provision.) The offeror represents as part of its offer that
	(1)	It	
			is
		L	is not
	ined by	the S	Zone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business mall Business Administration, and no material change in ownership and control, principal place of ownership, or ge has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
	(ii)	It	
		г 1	
			is is not
	ate for	the H	enture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this UBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the ne small business concern or concerns that are participating in the joint venture:
Each l representation.	HUBZ	one si	nall business concern participating in the joint venture shall submit a separate signed copy of the HUBZone
representation.			
(d) <b>ORDER 11246.</b>	CER'	TIFI	CATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE
ORDER 11240.		REV	IOUS CONTRACTS AND COMPLIANCE. The offeror represents that
		[ ]	has
		Г	has not

 $participated \ in \ a \ previous \ contract \ or \ subcontract \ subject \ to \ the \ EQUAL \ OPPORTUNITY \ clause \ of \ this \ solicitation; \ and$ 

(ii) It		
[ ] h		
filed all req	uired compliance reports.	
(2) <b>AFFIRM</b> . (i) It	ATIVE ACTION COMPLIANO	CE. The offeror represents that
[ ] h	as developed and has on file	
[ ] h	as not developed and does not have	ve on file
at each esta Subparts 60-1 and 60-2), or	ablishment, affirmative action pro	grams required by rules and regulations of the Secretary of Labor (41 CFR
(ii) It		
[ ] h regulations of the Secretary of La	•	bject to the written affirmative action programs requirement of the rules and
(Applies only if the contract is of that no Federal appropriated fundany agency, a Member of Congrewith the award of any resultant conformal of the award of	expected to exceed \$100,000). But have been paid or will be paid to east, an officer or employee of Concentract.  CAN ACT - TRADE AGREEMENTS for certifies that- and product, except the end product,	y submission of its offer, the offeror certifies to the best of its knowledge and belief or any person for influencing or attempting to influence an officer or employee of gress or an employee of a Member of Congress on his or her behalf in connection IENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies ACT, is incorporated by reference in this solicitation.)  Its listed in subparagraph (2) below, is a domestic end product (as defined in the GRAM clause of this solicitation); and sidered to have been mined, produced, or manufactured outside the United States or a products that are not domestic end products.  In products that are not domestic end products.  In products that are not domestic end products but do not meet the definition of
	t line item no.)	
(ii) The of	feror certifies that the following so	applies are qualifying country end products:
(Inser	t line item no.)	(Insert country of origin)
(iii) The of	feror certifies that the following s	upplies are qualify as designated country end products:
(Inser	t line item no.)	(Insert country of origin)

(iv)	(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:	
	(Insert line item no.)	(Insert country of origin)
(v)	The offeror certifies that the following s	supplies qualify as NAFTA country end products:
	(Insert line item no.)	(Insert country of origin)
(vi)	The offeror certifies that the following	supplies are other nondesignated country end products:
	(Insert line item no.)	(Insert country of origin)
	(LIS'	T AS NECESSARY)
BALANCE OF PAYME TRADE AGREEMENT (1) The (i) BUY AMERICAN ACT A (ii) a qualifying country. (2) The	NTS PROGRAM CERTIFICATE. (A. (NAFTA) IMPLEMENTATION ACT to offeror certifies that Each end product, except the end product AND BALANCE OF PAYMENTS PROComponents of unknown origin are considered of the conferon must identify and certify all end	CAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE C, clause is incorporated by reference in this solicitation.)  ets listed in subparagraph (2) below, is a domestic end product (as defined in the GRAM clause of this solicitation); and sidered to have been mined, produced, or manufactured outside the United States or d products that are not domestic end products.  upplies qualify as "U.Smade end products," but do not meet the definition of
	(Insert line item number)	
(ii)	The offeror certifies that the following s	upplies are qualifying country (except Canada) end products:
	(Insert line item number)	(Insert country of origin)
(iii)	The offeror certifies that the following s	upplies qualify as NAFTA country end products:
	(Insert line item number)	(Insert country of origin)
(iv)	The offeror certifies that the following s	upplies are other non-NAFTA country end products:
	(Insert line item number)	(Insert country of origin)
	(LIS	Τ AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

# (h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

	The offeror certifies, to the best of its knowledge and belief, that-
	(1) The offeror and/or any of its principals
	[ ] are [ ] are not
and	presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,
	(2) [ ] Have or [ ] Have not,
subcontract; viola	within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of loffense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or ation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, ion or destruction of records, making false statements, tax evasion, or receiving stolen property; and
	[ ] are or [ ] are not

# K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

- (a) **DEFINITIONS.** As used in this clause--
- (1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alts I/III)

- (2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.
  - (b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--
    - (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

#### L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

# (b) MASTER SOLICITATION.

- (1) This solicitation is [X] a master solicitation for the COG 3, 3.23 Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.
- (2) The initial opening/closing date for the solicitation is 12 SEP 2000. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

### (c) SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.
  - (2) The first page of the offer must show--
    - (i) The solicitation number;
    - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (v) Terms of any express warranty;
  - (vi) Price and any discount terms; and
  - (vii) A completed copy of the representations and certifications in the Offeror Submission Package.
  - (3) IFBs ONLY.
    - (i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.
- (ii) **EVALUATION Net Payment Terms**. Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.
  - (iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.
- (iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

### (4) RFPs ONLY.

- (i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.
- (ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (d) **STANDARD INDUSTRIAL CLASSIFICATION** (**SIC**) **CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.
- (e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for *100* calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

# (h) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
  - (i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.
  - (k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

#### (m) CONTRACT AWARD.

- (1) RFPs ONLY (not applicable to IFBs).
- (i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
- (ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
  - (iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.
  - (3) The Government may reject any or all offers if such action is in the Government's interest.
  - (4) The Government may waive informalities and minor irregularities in offers received.
  - (5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
  - (6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
  - (7) The Government may disclose the following information in postaward debriefings to other offerors:
    - (i) The overall evaluated cost or price and technical rating of the successful offeror;
    - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
    - (iii) A summary of the rationale for award; and
    - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

### (n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION 470 EAST L'ENFANT PLAZA, SW, SUITE 8100 WASHINGTON, DC 20407 TELEPHONE: (202) 619-8925

FAX: (202) 619-8978

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at http://www.dsp.dla.mil or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP) BUILDING 4, SECTION D 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5094 TELEPHONE: (215) 697-2179

FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2179; or
  - (B) Through the DoDSSP Internet site at http://assist.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (o) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <a href="http://www.customerservice@dnb.com">http://www.customerservice@dnb.com</a>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored/DESC 52.212-9F20)

# **POSTAWARD**

I1.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC MAR 2000)

#### (a) INSPECTION/ACCEPTANCE.

- (1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
  - (2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.
- (b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) CHANGES. CHANGES IN THE TERMS AND CONDITIONS OF THIS CONTRACT MAY BE MADE ONLY BY WRITTEN AGREEMENT OF THE PARTIES.
- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
  - (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.
- (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without it s fault or negligence, such as acts of God or the public enemy, acts of the Government in either it s sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number, and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United Stated or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.
- (j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
  - (k) TAXES. See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and

shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.
- (r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
  - (3) The clause at 52.212-5;
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software;
  - (5) Solicitation provisions if this is a solicitation;
  - (6) Other paragraphs of this clause;
  - (7) Standard Form 1449;
  - (8) Other documents, exhibits, and attachments; and
  - (9) The specification.

(FAR 52.212-4, tailored/DESC 52.212-9F50)

# II.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC AUG 1999)

- (a) INSPECTION/ACCEPTANCE.
- (1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
  - (2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.
- (b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) CHANGES. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

- (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
  - (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.
- (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without it s fault or negligence, such as acts of God or the public enemy, acts of the Government in either it s sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
  - (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number, and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM clause in Addendum 2.
- (i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United Stated or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.
- (k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
  - (1) TAXES. See Addendum 2.
- (m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

- (o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.
- (s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti- Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
  - (3) The clause at 52.212-5;
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software;
  - (5) Solicitation provisions if this is a solicitation;
  - (6) Other paragraphs of this clause;
  - (7) Standard Form 1449;
  - (8) Other documents, exhibits, and attachments; and
  - (9) The specification.

(FAR 52.212-4, tailored/DESC 52.212-9F51)

# 11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2000)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-3, Convict Labor (E.O. 11755);
  - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

	[Conti	racting Officer shall check as appropriate.]
10 H S C (2402)	[ <b>X</b> ]	52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and
10 U.S.C. 2402).	[ ]	52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).
waiver the prefere	[ ] ence, it s	52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to shall so indicate in its offer).
Act of 1994). [	[ ] ]Alt I.	52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments [ ]Alt II.
	[X]	52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
	$[\boldsymbol{X}]$	52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
	[ ]	52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). [

[X] 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section

[ ] 52.219 section 7102, and 10 U.S.C. 232	9-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, 23).
[ ] 52.219 7102, and 10 U.S.C. 2323).	9-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section
[ <b>X</b> ] 52.222	2-21, Prohibition of Segregated Facilities (Feb 1999).
[ <b>X</b> ] 52.222	2-26, Equal Opportunity (E.O. 11246).
[ <b>X</b> ] 52.222	2-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
[ <b>X</b> ] 52.222	2-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
	2-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
	5-1, Buy American Act - Balance of Payments Program - Supplies (41.U.S.C. 10a - 10d).
[ ] 52.225	5-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program 3301 note, 19 U.S.C. 2112 note). [ ]Alt II.
[ ] 52.225	5-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).
[ ] 52.225	5-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).
[ ] 52.225	5-15, Sanctioned European Union Country End Products (E.O. 12849).
[ ] 52.225	5-16, Sanctioned European Union Country Services (E.O. 12849).
[ <b>X</b> ] 52.232	2-33, Payment by Electronic Funds Transfer Central Contractor Registration (31 U.S.C. 3332).
[ <b>X</b> ] 52.232	2-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (31 U.S.C. 3332).
[ ] 52.232	2-36, Payment by Third Party (31 U.S.C. 3332).
[ ] 52.239	9-1, Privacy or Security Safeguards (5 U.S.C. 552a).
[ ] 52.247	7-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).
* *	or shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting corporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions ents:
[Contracting	Officer shall check as appropriate.]
[ ] 52.222-	-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).
[ ] 52.222-	-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
[ ] 52.222- U.S.C. 206 and 41 U.S.C. 351 et	-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 t seq.).
[ ] 52.222-seq.).	-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et
	-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor at (CBA) (41 U.S.C. 351 et seq.).

- [ ] 52.222-50, Nondisplacement of Qualified Workers (E.O. 129333).
- (d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS NEGOTIATION.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:
  - 52.222-26, Equal Opportunity (E.O. 11246);
  - 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and
  - 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

# I1.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

[ ] 252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416)
[ ] 252.206-7000	Domestic Source Restriction (10 U.S.C 2304)
[ <b>X</b> ] 252.219-7003	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637)
[ ] 252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10-d, E.O. 10582)
[ <b>X</b> ] 252.225-7007	Buy American Act -Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note)
[ ] 252.225-7012	Preference for Certain Domestic Commodities
[ ] 252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2341 note)
[ ] 252.225-7015	Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note)
[ ] 252.225-7021	Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
[ ] 252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

[ ] 252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755)
[ ] 252.225-7029	Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)93)
[ <b>X</b> ] 252.225-7036	Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ( [ ] Alt I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)
[ ] 252.227-7015	Technical Data Commercial Items (10 U.S.C. 2320)
[ ] 252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321)
[X] 252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410)
[ ] 252.247-7023	Transportation of Supplies by Sea ( [ ] Alt I), ( [ ] Alt II) (10 U.S.C. 2631)
[ ] 252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(b) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

[	]	252.225-7014	Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)
]	]	252.247-7023	Transportation of Supplies by Sea (10 U.S.C. 2631)
]	]	252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(DFARS 252.212-7001)

# ADDENDUM NO. 1 OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS PREAWARD SOLICITATION PREOVISIONS

	AUTHORIZED NEGOTIATORS (DESC JAN 1998)  The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of orized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.
	(DESC 52.215-9F28)
K45.01	FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)  (a) FACSIMILE INVOICING.  (1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.
	(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:  [ ] YES [ ] NO
	<ul> <li>(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.</li> <li>(4) RETURN OF INVOICES BY THE PAYING OFFICE.</li> <li>(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the</li> </ul>
reason for ret	urn.
	(ii) The offeror's FAX number for returning improper invoices is
	(For overseas locations, include the country code)  (b) ELECTRONIC INVOICING (EDI)
SUBMISSIO affected items	(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the N OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those
arrocted nemi	(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

# K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(a) **DEFINITIONS.** As used in this provision--

[ ] NO

[ ] YES

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(DESC 52.232-9F20)

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

- (3) Significant interest, as used in this provision means--
- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner:
  - (ii) Holding a management position in the firm, such as director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.
- (b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

### (c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include-

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

#### L2.11-3 FACSIMILE PROPOSALS - COMMERCIAL ITEMS (DESC NOV 1999)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
  - (1) The Contracting Officer shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (d) The Government reserves the right to make award solely on the facsimile proposal. However, **if requested to do so by the Contracting Officer**, the offeror agrees to promptly submit the **complete**, original, signed proposal, or a hard copy thereof, to be received within 10 days of the opening date. The Government reserves the right to reject any incomplete proposal.
  - (e) Facsimile receiving data and compatibility characteristics are as follows:
    - (1) Telephone number of receiving facsimile equipment: (703) 767-8506.
- (2) The Defense Energy Support Center's receiving equipment is a Panafax UF-880 facsimile machine. The receiving speed coincides with the applicable sending machine. Each FAX is required to include the following information on a cover sheet or at the top of the first page:

**TO:** (Name and office code, i.e., Mary Smith, DESC-PH)

**FROM:** (Originator's name, complete company name and address)

**Verification number:** (Originator phone number and FAX number)

**Description:** (Solicitation number)

Number of pages:

- (f) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile bid including, but not limited to, the following:
  - (1) Receipt of a garbled or incomplete bid.
  - (2) Availability or condition of the receiving facsimile equipment.
  - (3) Incompatibility between the sending and receiving equipment.
  - (4) Delay in transmission or receipt of bid.
  - (5) Failure of the bidder to properly identify the bid.
  - (6) Illegibility of bid.
  - (7) Security of bid data.

(DESC 52.215-9FA6)

# L46 SINGLE UNIT PRICE REQUIRED (DESC MAR 1999)

Subparagraph (b)(3) of the DELIVERY CONDITIONS (by various means) clause defines the minimum amount of product that can be required in a single delivery for tank wagons. All offerors must offer a single unit price to provide for the minimum required delivery for tank wagons. All offerors must offer a single unit price to cover any quantity of product that may be required in a single delivery under the contract. Offers that provide for a unit price that fluctuates according to the quantity delivered in a single delivery are not acceptable.

(DESC 52.216-9F10)

# L63.19 NOTICE OF APPLICATION OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (DESC MAR 1999)

- (a) This clause applies to Federal Civil items only.
- (b) The small disadvantaged business Price Evaluation Adjustment (SDB PEA) provided by the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS clause will be applied only through the end of Fiscal Year 2000 obligations or estimates thereof. Offerors are cautioned that the statutorily authorized period for application of the PEA may be affected by legislation. If this occurs, offers under this solicitation will be evaluated on the basis of the statutory authority in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in the statutory authority for application of the PEA.

  (DESC 52.219-9F06)

#### L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a <u>REQUIREMENTS</u>, <u>FIXED-PRICE WITH ECONOMIC PRICE</u>

<u>ADJUSTMENT</u> contract resulting from this solicitation.

(FAR 52.216-1)

# L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF (DOMESTIC PC&S) (DESC JUN 1997)

- [ ] Check here if not subcontracting with a transportation company in the performance of any resultant contract.
- (a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.
- (b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.
- (c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number of Transportation Company

State(s) in which transporter is authorized to operate

### L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

- (a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.
- (b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.
- (c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

# M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

- (a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.
- (b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 July 1994).

(DESC 52.216-9F60)

# M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

- (a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.
- (b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FPRs, will be used in evaluating offers.
- (c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FPRs, will be used in evaluating offers.

(DESC 52.216-9F45)

# M63.01 EVALUATION OF OFFERS FOR ALTERNATE PRODUCT (PC&S) (DESC APR 2000)

- (a) Where an activity can accept either gasohol or gasoline, the item numbers and delivery narratives in the Schedule will be shown for each type product. Offerors may offer on either or both products. Any award will be made for the product that receives the lowest evaluated offer. The Government will use an evaluation factor based on the difference between the Federal Excise Tax (FET) for gasoline and gasohol at the prevailing rate on the date of bid opening or closing of negotiations. This difference will be deducted from the gasohol offered price(s) prior to the application of other applicable evaluation criteria.
  - (b) Do not include the FET for either product in your offer price.

(DESC 52.214-9F20)

### M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
  - (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
  - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

# ADDENDUM NO. 2 OTHER REGULATORY AND LOCAL CLAUSES POSTAWARD CONTRACT CLAUSES

### B19.19 ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC JUL 1999)

- (a) WARRANTIES. The Contractor warrants that--
  - (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.
- (b) **DEFINITIONS.** As used throughout this clause, the term--
  - (1) Base price means--
    - (i) The unit price offered for an item and included in the contract award schedule; or
- (ii) During any subsequent program year, either the effective contract price as of the start of the subsequent program year, or the price agreed upon as of the start of the subsequent program year.
- (3) **Reference price** means that published reference price or combination of published reference prices preselected by the Government for price adjustment for individual items by product, market area, and publication as specified in (f) below.
  - (4) Date of delivery means--
    - (i) FOR TANKER OR BARGE DELIVERIES.
      - (A) **F.O.B. ORIGIN.** The date and time vessel commences loading.
      - (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging.
    - (ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received on a truck-by-truck basis.
  - (5) Calendar week means a consecutive seven-day period, beginning with whichever day of the week is specified in (c)(1) below.
- (c) **ADJUSTMENTS.** Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC** to reflect any price change pursuant to this clause.
  - (1) DAY OF PUBLICATION.
- (i) **PLATT'S BUNKERWIRE AND BUNKERFUELS REPORT.** For items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Tuesday** of the calendar week in which the delivery is made, or, in the event there is no publication on Tuesday of that week, it shall be the item's preselected reference price published on the previous Tuesday.
- (ii) **OTHER PUBLICATIONS.** Except for items employing Platt's Bunkerwire or Bunkerfuels Report as an escalator, the reference price in effect on the date of delivery shall be that item's preselected reference price that is published on the **Monday** of the calendar week in which the delivery is made, or, in the event there is no publication in that week, it shall be the item's preselected reference price as last previously published.
- (2) **CALCULATIONS.** The prices payable hereunder shall be determined by adding to the award price the same number of cents, or fraction thereof, that the reference price increases or decreases, per like unit of measure. All arithmetical calculations, including the final adjusted unit price, shall be carried to six decimal places, truncated.
  - (i) If averages are published within a given publication, then these averages will be used.
  - (ii) If averages are not available within a given publication, manually calculated averages will be used.
  - (3) **REVISION OF PUBLISHED REFERENCE PRICE.** In the event--
    - (i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or
    - (ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market

conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the reference price was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(4) **FAILURE TO DELIVER**. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

- (5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed \_\_\_\_\_\_\_ percent of the base price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.
- (i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.
- (ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.
- (d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.
  - (e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.
  - (f) **PUBLICATIONS:** The following publication(s) is (are) used:

The following reference titles are used. They are defined as follows:

- a) <u>OPIS</u> Oil Price Information Service PAD Reports Average price for the city and product noted.
- b) <u>Platt's Platt's Oilgram Price Report Five-Day Rolling Averages Table 5 Days</u> <u>Ending on Friday</u>. The average of the high and low price for the location and product noted.

### **REGION 3**

# PETROLEUM MARKET AREAS

<u>STATE</u>	<b>COUNTIES</b>
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<u>Delaware</u> ALL

**District of Columbia** ALL

<u>Indiana</u>
A. Clark, Crawford, Daviess, Dubois, Floyd, Gibson, Harrison, Jefferson, Knox, Martin, Orange, Perry,

Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Warrick, Washington

B. Dearborn, Decatur, Fayette, Franklin, Ohio, Ripley, Rush, Union

C. Adams, Allen, Benton, Carroll, Cass, De Kalb,
 Elkhart, Fulton, Huntington, Jasper, Kosciusko,
 La Porte, Lagrange, Lake, Marshall, Miami,
 Newton, Noble, Porter, Pulaski, St. Joseph, Starke,

Steuben, Wabash, Wells, White, Whitley

D. Bartholomew, Blackford, Boone, Brown, Clay,
 Clinton, Delaware, Fountain, Grant, Greene,
 Hamilton, Hancock, Hendricks, Henry, Howard,
 Jackson, Jay, Jennings, Johnson, Lawrence, Madison,
 Marion, Monroe, Montgomery, Morgan, Owen,
 Parke, Putnam, Randolph, Shelby, Sullivan,
 Tippecanoe, Tipton, Vermillion, Vigo, Warren,

Wayne

A. Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Livingston, Marshall, McCracken

B. Adair, Allen, Barren, Butler, Casey, Clay, Clinton, Cumberland, Edmonson, Green, Hart, Laurel, Logan, Metcalfe, Monroe, Russell, Simpson, Taylor, Todd, Warren

C. Anderson, Boone, Boyle, Breckinridge, Bullitt, Caldwell, Campbell, Carroll, Christian, Crittenden, Daviess, Franklin, Gallatin, Grant, Grayson, Hancock, Hardin, Henderson, Henry, Hopkins, Jefferson, Kenton, Larue, Lyon, Marion, McLean, Meade, Mercer, Muhlenberg, Nelson, Ohio, Oldham, Owen, Pendleton, Shelby, Spencer, Trigg, Trimble, Union, Washington, Webster

D. Bath, Bell, Bourbon, Boyd, Bracken, Breathitt, Carter, Clark, Elliott, Estill, Fayette, Fleming, Floyd, Garrard, Greenup, Harlan, Harrison, Jackson, Jessamine, Johnson, Knott, Knox, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, Madison, Magoffin, Martin, Mason, McCreary, Menifee, Montgomery, Morgan, Nicholas, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Wayne, Whitley, Wolfe, Woodford

**Kentucky** 

# **Maryland**

- A. Allegany, Garrett
- B. Calvert, Charles, Montgomery, Prince Georges, St. Marys
- C. Ann Arundel, Baltimore, Caroline, Carroll, Cecil,
   Dorcester, Frederick, Harford, Howard, Kent, Queen
   Anne's, Somerset, Talbot, Washington, Wicomico,
   Worcester, Independent City of Baltimore
- A. Adams, Brown, Butler, Clermont, Clinton, Gallia, Hamilton, Highland, Jackson, Lawrence, Meigs, Pike, Preble, Scioto, Vinton, Warren
- B. Belmont, Carroll, Columbiana, Harrison, Jefferson, Mahoning, Monroe, Noble, Washington
- C. Allen, Athens, Auglaize, Champaign, Clark, Coshocton, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Holmes, Knox, Licking, Logan, Madison, Marion, Mercer, Miami, Montgomery, Morgan, Morrow, Muskingum, Perry, Pickaway, Ross, Shelby, Tuscarawas, Union, Van Wert
- D. Ashland, Ashtabula, Crawford, Cuyahoga, Defiance, Erie, Fulton, Geauga, Hancock, Henry, Huron, Lake, Lorain, Lucas, Medina, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Wayne, Williams, Wood, Wyandot
- A. Chester, Crockett, Dyer, Fayette, Gibson, Hardeman, Haywood, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton
- Bedford, Benton, Cannon, Carroll, Cheatham, Coffee,
   Davidson, Decatur, DeKalb, Dickson, Franklin, Giles, Hardin, Henderson,
   Henry, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon,
   Marshall, Maury, Montgomery, Moore, Perry, Robertson, Rutherford, Smith,
   Stewart, Sumner, Trousdale, Warren, Wayne, Weakley, Williamson, Wilson
- C. Anderson, Bledsoe, Blount, Bradley, Campbell, Carter, Claiborne, Clay, Cocke, Cumberland, Fentress, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Jackson, Jefferson, Johnson, Knox, Loudon, Marion, McMinn, Meigs, Monroe, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Scott, Sequatchie, Sevier, Sullivan, Unicoi, Union, Van Buren, Washington, White

# Ohio

# **Tennessee**

SP0600-00-R-0089

# <u>Virginia\*</u> A. Lee

- B. Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, Loudoun, Madison, Page, Prince William, Rappahannock, Rockingham, Shenandoah, Stafford, Warren
- C. Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greensville, Hanover, Henrico, King & Queen, King George, King William, Lancaster, Louisa, Lunenberg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Spotsylvania, Westmoreland
- D. Alleghany, Amherst, Appomattox, Augusta, Bath, Bedford, Bland, Botetourt, Buchanan, Campbell, Carroll, Charlotte, Craig, Dickenson, Floyd, Franklin, Giles, Grayson, Halifax, Henry, Highland, Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe
- E Accomack, Gloucester, Isle of Wight, James City, Mathews, Northampton, Southampton, Surry, Sussex, York

# **Market Area**

# **Virginia Independent Cities**

A	None
В	Alexandria, Fairfax, Falls Church, Harrisonburg, Manassas, Manassas Park, Winchester
С	Charlottesville, Colonial Heights, Emporia, Franklin, Fredricksburg, Hopewell, Petersburg, Richmond
D	Bedford, Bristol, Buena Vista, Clifton Forge, Covington, Danville, Galax, Lexington, Lynchburg, Martinsville, Norton, Radford, Roanoke, Salem, South Boston, Staunton, Waynesboro
E	Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

<sup>\*</sup> Virginia contains independent cities which are administered separately from counties. Each independent city should be included in the surrounding or contiguous market area. Attached is a listing of independent cities and the market areas in which they should be included.

# West Virginia

- A. Berkeley, Jefferson, Morgan
- Barbour, Brooke, Doddridge, Grant, Hampshire,
   Hancock, Hardy, Harrison, Marion, Marshall,
   Mineral, Monongalia, Ohio, Pendleton, Pleasants,
   Preston, Randolph, Ritchie, Taylor, Tucker, Tyler,
   Wetzel, Wood
- C. Greenbrier, Mercer, Monroe, Pocahontas, Summers
- Boone, Braxton, Cabell, Calhoun, Clay, Fayette,
   Gilmer, Jackson, Kanawha, Lewis, Lincolin, Logan,
   Mason, McDowell, Mingo, Nicholas, Putnam,
   Raleigh, Roane, Upshur, Wayne, Webster, Wirt,
   Wyoming

# **GASOLINES\***

<u>STATE</u>	MARKET AREA	ESCALATION REFERENCES
<u>Delaware</u>	ALL	OPIS Wilmington
<b>District of Columbia</b>	ALL	OPIS Fairfax, VA
<u>Kentucky</u>	A B C D	OPIS Memphis, TN OPIS Chattanooga, TN OPIS Louisville OPIS Lexington
<u>Indiana</u>	A B C D	OPIS Louisville, KY OPIS Cincinnati, OH OPIS Chicago, IL OPIS Indianapolis
<u>Maryland</u>	A B C	OPIS Pittsburgh, PA OPIS Fairfax, VA OPIS Baltimore
<u>Ohio</u>	A B C D	OPIS Cincinnati OPIS Pittsburgh, PA OPIS Columbus OPIS Cleveland
<u>Tennessee</u>	A B C	OPIS Memphis OPIS Nashville OPIS Chattanooga
<u>Virginia</u>	A B C D E	OPIS Chattanooga, TN OPIS Fairfax OPIS Richmond OPIS Roanoke OPIS Norfolk
West Virginia	A B C D	OPIS Baltimore, MD OPIS Pittsburgh, PA OPIS Roanoke, VA OPIS Charleston

### \*NOTES

# CLEAR/OXYGENATED GASOLINE

- a) All regular unleaded gasoline items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasoline items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasoline items escalate/deescalate with premium unleaded gasoline reference.
- b) Gasoline items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasoline items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.

### REFORMULATED GASOLINE

- c) Reformulated gasoline (RFG) items, outside of oxygenated fuel program areas, will use the average price for non-oxygenated program RFG.
- d) Reformulated gasoline items, within an oxygenated fuel program area, will use the average price for oxygenated program reformulated gasoline (OPRG). Reformulated gasoline items ,within oxygenated fuel program areas, switch to an OPRG reference at the start of the control period and return to a non-oxygenated program RFG price at the end of the control period.

#### **GASOHOL**

- e) All regular unleaded gasohol items escalate/deescalate with regular unleaded gasoline references. All midgrade unleaded gasohol items escalate/deescalate with midgrade unleaded gasoline references. All premium unleaded gasohol items escalate/deescalate with premium unleaded gasoline reference.
- f) Gasohol items, in areas where oxygenated gasoline is required by law, will switch to the oxygenated gasoline average at the start of the control period and return to the clear (nonoxygenated) gasoline average at the end of the control period. Gasohol items, in areas where oxygenated gasoline is not required by law, will use clear (non oxygenated) gasoline prices at all times.
- g) Gasohol items, in areas where reformulated gasoline (RFG) is required by law, will use the average price for reformulated gasoline. Gasohol items, in areas with an oxygenated fuel program where reformulated gasoline is required, will switch to the reformulated oxygenated gasoline (OPRG) price during the control period and return to the non-oxygenated program reformulated gasoline (RFG) price at the end of the control period.
- h) Gasohol items, in areas where low RVP gasoline is required, will follow the appropriate references for gasoline as explained in the notes entitled RVP REQUIREMENTS FOR GASOLINE.

# RVP REQUIREMENTS FOR GASOLINE

- a) OPIS Louisville, KY—All regular, midgrade, and premium unleaded gasoline items in the following Indiana Counties: Clark and Floyd require 7.8 RVP during the summer. The requirement is handled by using Reformulated Gasoline without the oxygenate (RBOB). This meets the low RVP specification. Therefore any requirements for gasoline in Clark and Floyd counties in Indiana should use OPIS Louisville, KY RFG Average from May through September.
- b) **OPIS Memphis, TN**—All regular, midgrade, and premium unleaded gasoline items in the following Tennessee counties: **Shelby**, should switch to the 7.8 RVP gasoline reference the 1<sup>st</sup> Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

All other gasoline items using the OPIS Memphis, TN reference should use the 9.0 RVP price at all times.

c) **OPIS Nashville, TN**—All regular, midgrade, and premium unleaded gasoline items in the following Tennessee counties: **Davidson, Rutherford, Sumner, Williamson, and Wilson** should switch to the 7.8 RVP gasoline reference the 1<sup>st</sup> Monday in May or when the 7.8 RVP gasoline reference first becomes available and use the 7.8 RVP gasoline price through the second Monday of September. On the third Monday of September these items should switch back to the 9.0 RVP reference.

All other gasoline items using the OPIS Nashville, TN reference should use the 9.0 RVP price at all times.

# NO. 2 DISTILLATE HIGH SULFUR\*

STATE	MARKET AREA	ESCALATION REFERENCE
District of Columbia	ALL	ODIC Eciator, VA
District of Columbia	ALL	OPIS Fairfax, VA
Kentucky	A	OPIS Memphis, TN
	В	OPIS Chattanooga, TN
	C	OPIS Louisville
	D	OPIS Lexington
Indiana	A	OPIS Louisville, KY
	В	OPIS Cincinnati, OH
	C	OPIS Chicago, IL
	D	OPIS Indianapolis
Maryland	A	OPIS Pittsburgh, PA
•	В	OPIS Fairfax, VA
	C	OPIS Baltimore
Tennessee	A	OPIS Memphis
	В	OPIS Nashville
	C	OPIS Chattanooga
Virginia	A	OPIS Chattanooga, TN
8	В	OPIS Fairfax
	C	OPIS Richmond
	D	OPIS Roanoke
	E	OPIS Norfolk
West Virginia	A	OPIS Baltimore, MD
-	В	OPIS Pittsburgh, PA
	C	OPIS Roanoke, VA
	D	OPIS Charleston

<sup>\*</sup> NOTE: Applies to DF2, FS2 (Burner Oil), HS2, MGO.

# B19.19 (CONT'D)

# NO. 2 DISTILLATE LOW SULFUR\*

STATE	MARKET AREA	ESCALATION REFERENCE
District of Columbia	ALL	OPIS Fairfax, VA
Kentucky	A B C D	OPIS Memphis, TN OPIS Chattanooga, TN OPIS Louisville OPIS Lexington
Indiana	A B C D	OPIS Louisville, KY OPIS Cincinnati, OH OPIS Chicago, IL OPIS Indianapolis
Maryland	A B C	OPIS Pittsburgh, PA OPIS Fairfax, VA OPIS Baltimore
Tennessee	A B C	OPIS Memphis OPIS Nashville OPIS Chattanooga
Virginia	A B C D E	OPIS Chattanooga, TN OPIS Fairfax OPIS Richmond OPIS Roanoke OPIS Norfolk
West Virginia	A B C D	OPIS Baltimore, MD OPIS Pittsburgh, PA OPIS Roanoke, VA OPIS Charleston

<sup>\*</sup> NOTE: Applies to DL2, DLS, LS2, LSS

# NO. 1 DISTILLATE HIGH SULFUR AND LOW SULFUR\*

STATE	MARKET AREA	ESCALATION REFERENCE
District of Columbia	ALL	OPIS Fairfax, VA Low Sulfur
Kentucky	A B C D	OPIS Memphis, TN Low Sulfur OPIS Chattanooga, TN Low Sulfur OPIS Louisville Low Sulfur OPIS Louisville Low Sulfur
Indiana	A B C D	OPIS Louisville, KY Low Sulfur OPIS Cincinnati, OH Low Sulfur OPIS Chicago, IL Low Sulfur OPIS Indianapolis Low Sulfur
Maryland	A B C	OPIS Pittsburgh, PA Low Sulfur OPIS Fairfax, VA Low Sulfur OPIS Baltimore Low Sulfur
Ohio	A B C D	OPIS Cincinnati Low Sulfur OPIS Pittsgurgh, PA Low Sulfur OPIS Columbus Low Sulfur OPIS Cleveland Low Sulfur
Tennessee	A B C	OPIS Memphis Low Sulfur OPIS Nashville Low Sulfur PIS Chattanooga Low Sulfur
Virginia	A B C D E	OPIS Chattanooga, TN Low Sulfur OPIS Fairfax Low Sulfur OPIS Richmond Low Sulfur OPIS Roanoke Low Sulfur OPIS Norfolk Low Sulfur
West Virginia	A B C D	OPIS Baltimore, MD Low Sulfur OPIS Pittsburgh, PA Low Sulfur OPIS Roanoke, VA Low Sulfur OPIS Charleston Low Sulfur

<sup>\*</sup> NOTE: Applies to DF-1, Kerosene 2-K, FS1 (Burner Oil), HS1, DL-1, Kerosene 1-K, LS1, LSW.

# NO. 4 FUEL OIL

STATE	MARKET AREA	PRODUCT AND ESCALATION REFERENCE
District of Columbia	ALL	No.4 Burner Oil, 0.5% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 35% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 15% Platts Low Sulfur Resid Fuel Oil NY Cargo 1%Max No.4 Burner Oil, 1% Max Sulfur 50% Platts Gasoil/Heating Oil NY Cargo 20% Platts Low Sulfur Resid Fuel Oil NY Cargo .3% HP 30% Platts Hi Sulfur Resid Fuel Oil NY Cargo 2.2%

(DESC 52.216-9FW1)

### C16.69 FUEL SPECIFICATIONS (PC&S) (DESC MAR 2000)

applies.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. ASTM D 4814

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE (6)		AKI, MINIMUM (1)
9130-00-148-7103	Gasoline, Regular Unleaded	87(3)	
9130-01-272-0983	Gasoline, Midgrade Unleaded	89	
9130-00-148-7104	Gasoline, Premium Unleaded	91	

(1) The following oxygenates are permitted at this time:

<u>OXYGENATE</u>	VOLUME % ALLOWED
Ethanol (only during the oxygenated fuel season)	9.0 min. to 11.0 max.
Methyl tertiary-butyl ether (MTBE)	15.0 max.
Ethyl tertiary-butyl ether (ETBE)	17.0 max.

- (2) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
  - (3) In addition to an AKI of 87 minimum, the MON must not be less than 82.
- (4) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
  - (5) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.
- (b) GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution. CID A-A-52530 dated October 10, 1995, applies.

	<u>1 (1)</u>
9130-01-090-1093 Gasohol, Regular Unleaded 87	
9130-01-355-2393 Gasohol, Midgrade Unleaded 89	
9130-01-090-1094 Gasohol, Premium Unleaded 91	

- (1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
- (2) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by inline blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
  - (3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.
- (c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** ASTM D 4814 applies, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that reformulated gasoline must meet two performance requirements: no net increase in emissions of oxides of nitrogen versus the baseline gasoline marketed by a refiner in 1990; and a 15 percent reduction in emissions of volatile organic compounds (VOCs)

versus the baseline gasoline marketed by a refiner in 1990. Further, these regulations mandate that reformulated gasoline must meet three compositional requirements: 2.0 weight percent minimum oxygen; 1.0 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	AKI, MINIMUM (1)
9130-01-388-4080	Reformulated Gasoline, Regular	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	89
9130-01-388-4524	Reformulated Gasoline, Premium	91

- (1) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.
- (2) Blending of permissible oxygenate into gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by inline blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
  - (3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.
- (d) **DIESEL FUEL.** ALL FACILITIES REQUIRING DIESEL FUEL FOR ON-HIGHWAY USE SHALL BE SUPPLIED PRODUCT WITH A MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT.

**NOTE:** FROM JULY 1, 1999, TO JANUARY 1, 2004, ALASKA IS EXEMPT FROM THE DIESEL FUEL MAXIMUM SULFUR CONTENT OF 0.05 WEIGHT PERCENT FOR ON-HIGHWAY USE STATED. THIS TEMPORARY EXEMPTION IS PUBLISHED IN THE FEDERAL REGISTER (VOL 64) DATED 25 JUNE 1999, 40 CFR PART 69.

(1) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to the Commercial Item Description A-A-52557, Fuel Oil, Diesel, For Posts, Camps, and Stations, dated January 2, 1996. Product classification is shown below.

#### LOW SULFUR GRADES

		DESC	MAXIMUM	
		PRODUCT	SULFUR	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	CODE	<u>CONTENT</u>	RED DYE
9140-00-000-0184	Grade Low Sulfur No. 2-D	DL2	0.05 wt%	No
9140-00-000-0185	Grade Low Sulfur No. 1-D	DL1	0.05 wt%	No
9140-01-413-7511	Grade Low Sulfur No. 2-D	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade Low Sulfur No. 1-D	DLW	0.05 wt%	Yes
HIGH SULFUR GE	RADES			

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED DYE
9140-00-286-5294	Grade No. 2-D	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D	DF1	0.50 wt%	Yes

- (i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.
- (ii) Fuel Stabilizer Additive, Corrosion Inhibitor/Lubricity Improver, and Fuel System Icing Inhibitor are not mandatory additives.
- (iii) As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.
- (iv) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dying requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.
- (A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In

addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.

- (B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.
- (2) APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2, AND HS1 ONLY. Product shall conform to ASTM D 975. Product classification is shown below:

### LOW SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT CODE	MAXIMUM SULFUR CONTENT	RED DYE
9140-01-398-0697	Grade Low Sulfur No. 2-D	LS2	0.05 wt%	No
9140-01-398-1130	Grade Low Sulfur No. 1-D	LS1	0.05 wt%	No
9140-01-413-4919	Grade Low Sulfur No. 2-D	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade Low Sulfur No. 1-D	LSW	0.05 wt%	Yes

### HIGH SULFUR GRADES

		DESC	MAXIMUM	
		PRODUCT	SULFUR	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	CODE	<b>CONTENT</b>	RED DYE
9140-01-398-1395	Grade No. 2-D	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D	HS1	0.50 wt%	Yes

- (i) Unless otherwise specified in the Schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.
- (ii) As a means of identification, the IRS requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol) must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.
- (iii) **FOR ALASKA LOCATIONS.** From July 1, 1999, to January 1, 2004, Alaska is exempt from the EPA's diesel fuel dying requirements stated in 40 CFR Part 80 as long as the diesel fuel meets a minimum cetane index of 40. This temporary exemption is published in the Federal Register (Vol 64) dated 25 June 1999, 40 CFR Part 69.
- (A) In the event high-sulfur diesel fuel is shipped from Alaska to the lower 48 states, it would be necessary for the producer or shipping facility to add dye to the noncomplying fuel before it is introduced into commerce in the lower 48 states. In addition, supporting documentation must clearly indicate the fuel may not comply with the sulfur standard for motor vehicle diesel fuel and is not to be used in a motor vehicle.
- (B) Conversely, EPA will not require high sulfur diesel fuel to be dyed if it is being shipped from the lower 48 states to Alaska, but supporting documentation must substantiate that the fuel is only for shipment to Alaska and that it may not comply with the sulfur standard for motor vehicle diesel fuel.
- (3) **APPLICABLE TO ALL GRADES.** Blending of one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.
- (4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10<sup>o</sup>F (-12<sup>o</sup>C). This product shall conform to ASTM Specification D 975 or CID A-A-52557. Contractors electing to deliver kerosene to meet #1 diesel fuel requirements must--
- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 diesel fuel specifications, including specifically, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(e) FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS). ASTM D 396 applies.

		DESC	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	PRODUCT CODE	RED DYE
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

- (1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.
- (2) Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.
- (3) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.
- (4) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.
- (5) Under United States regulations, Grades No. 1, 2, and 4 (Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.
- (6) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY**. This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must--
- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including specifically, viscosity, distillation, density and pour point; AND
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.
  - (iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

# (f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 4(LIGHT), 5, 5(LIGHT), AND 6.** ASTM D 396 applies.

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT CODE	RED DYE
9140-01-468-9083	Fuel Oil, Burner 4 (Light)	R4L	Yes
9140-01-468-9135	Fuel Oil, Burner 4	RF4	No
9140-01-468-9157	Fuel Oil, Burner 5 (Light)	R5L	No
9140-01-468-9147	Fuel Oil, Burner 5 (Heavy)	RF5	No
9140-01-468-9164	Fuel Oil, Burner 6	RF6	No

- (1) Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.
- (2) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. The product shall meet the following additional requirements:

1. Arsenic	EPA SW-846 6010 <sup>2,3,4</sup>	0.5 ppm max	5 ppm max
CONSTITUENT/PROPERTY	TEST METHOD <sup>1</sup>	<u>DETECTION LIMIT</u>	MAXIMUM LEVEL
ALLOWABLE		REQUIRED	

SP0600-00-R-0089

2.	Cadmium	EPA SW-846 6010 <sup>2,3</sup> 0.2 ppm max	2 ppm max	
3.	Chromium	EPA SW-846 6010 <sup>2,3</sup> 1.0 ppm max	10 ppm max	
4.	Lead	EPA SW-846 6010 <sup>2,3</sup> 10 ppm max	100 ppm max	
5.	Total Halogens	EPA SW-846 5050/9056 <sup>5</sup>	NA	1000 ppm max
6.	Flash Point	ASTM D 93	NA	100°F (38°C) min

#### NOTES:

- 1. Choose the appropriate sample preparation method as outlines in EPA SW-846, in order to achieve required detection limits.
- 2. Background correction must be performed for test method 6010. Laboratory control sample(s) (LCS) containing target analytes must be run for each Quality Control (QC) batch. The LCS must be matrix matched and made with commercially available National Institute of Standards and Technology (NIST) traceable organo-metallic standards. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- 3. If the required detection limit of 0.5 ppm cannot be achieved by test method 6010, test method 7060 may be used in order to achieve that requirement. Background correction must be performed. Zeeman or Smith-Hieftje interference correction will be used. Deuterium interference correction will not be accepted under any circumstance. An analytical spike must be performed for each sample. LCS must be prepared and analyzed as outlined in Note 2 above. Adherence to all required method QC must be documented and available for review.
- 4. Test method 6020 may be used in place of test method 6010. LCS must be prepared and analyzed as outlined in note 2 above. Adherence to all required method QC must be documented and available for review.
- 5. A bomb blank must be run and analyzed for each QC batch. A LCS of an NIST traceable organic chloride must be run with each QC batch. LCS recovery must fall between 80-120 percent. Adherence to all required method QC must be documented and available for review.
- (3) The above specification requirements reflect the Federal EPA specifications for used oil contained in 40 CFR Parts 266 and 279. If State or local requirements for used oil are more stringent, the fuel oil offered will be required to comply with such. Copies of SW-846 (Test Method for Evaluating Solid Waste) can be obtained from the U.S. Government Printing Office, Washington, DC 20422, stock number 955-001-00000-1. Test methods must be run by a State certified laboratory.
  - (4) The supply of off-specification used oil as described in EPA regulations, 40 CFR Parts 266 and 279, is not acceptable.

A CONTRACTOR V							
BY THE CONTRAC		CONTRACT AWA	RD DOCUMENT	WILL SERVE A	S THE CONTRACT	ΓING OFFICER'S	APPROVAL
TO SUPPLY USED	OIL.						
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[ ] The offeror represents that it will provide certified test reports with associated QC documents validating EPA used oil standards, contained in 40 CFR Parts 266 and 279, or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to--

ATTN: DESC-BPE ROOM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J KINGMAN ROAD SUITE 4950 FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number:

- (5) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.
- (6) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 wt %, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.
  - (g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

#### LOW SULFUR GRADES

NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	RED DYE
9140-01-292-4460 9140-01-461-3989	Kerosene, Grade No. 1-K Kerosene, Grade No. 1-K	KS1 KSR	0.04 wt% max 0.04 wt% max	No Yes
HIGH SULFUR GI	RADES	DESC	MAXIMUM	
NATIONAL STOCK NUMBER	PRODUCT NOMENCLATURE	PRODUCT CODE	SULFUR <u>CONTENT</u>	RED DYE
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

**NOTE**: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

# C16.69-3 SPECIFICATIONS (CONT'D) (COG 3) (DESC MAR 1999)

**SPECIAL NOTE:** The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

**REFORMULATED GASOLINE REQUIREMENTS.** Reformulated gasoline is designed to reduce air toxins and volatile organic compound emissions (VOCs) by decreasing the amount of toxic compounds, such as benzene, lowering the evaporation rate, and increasing the amount of oxygenate blended with the fuel.

LOCATION	PERIOD	MINIMUM OXYGEN CONTENT	
DELAWARE COUNTIES			
Kent, New Castle, Sussex	Year Round	2.0 Wt%	
DISTRICT OF COLUMBIA	Year Round	2.0 Wt%	

### INDIANA COUNTIES

Lake, Porter Year Round 2.0 Wt%

### KENTUCKY COUNTIES

Boone, Bullitt (part), Campbell, Year Round 2.0 Wt%

Jefferson, Kenton, Oldham (part)

#### MARYLAND CITIES

Baltimore Year Round 2.0 Wt%

#### MARYLAND COUNTIES

Anne Arundel, Baltimore, Calvert, Year Round 2.0 Wt% Carroll, Cecil, Charles, Frederick, Harford,
Howard, Kent, Montgomery, Prince George's,

Queen Anne's

#### VIRGINIA CITIES

Alexandria, Chesapeake, Colonial Heights, Year Round 2.0 Wt%
Fairfax, Falls Church, Hampton, Hopewell,
Manassas, Manassas Park, Newport News,
Norfolk, Poqoson, Portsmouth, Richmond,
Suffolk, Virginia Beach, Williamsburg

# VIRGINIA COUNTIES

Arlington, Charles City, Chesterfield, Year Round 2.0 Wt% Fairfax, Hanover, Henrico, James City,

(DESC 52.246-9FY1)

# E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)

Loudoun, Prince William, Stafford, York

- (a) The following procedures apply to requests for specification waivers.
- (1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.
- (2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

- (3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.
- (4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).
- (b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--
  - (1) Consideration commensurate with the extent of nonconforming supplies; and
  - (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

#### E37 SOURCE RESTRICTION AND SOURCE INSPECTION (PC&S) (DESC JAN 1992)

#### (a) SOURCE RESTRICTION.

- (1) If the Contractor delivers any product that is determined to be off-specification, the Contracting Officer (CO) shall thereafter have the right, upon giving 10 days' written notice, to require the Contractor to designate a single source of supply for each destination set forth in the contract.
- (2) In addition to the name of a single source of supply, the Contractor must provide the address of the terminal or loading point to be used in drawing the requirements for each item in the contract.
  - (3) The Contractor may change suppliers only after requesting and receiving the express written approval of the CO.

#### (b) **SOURCE INSPECTION.**

- (1) If serious quality problems arise or if a quality problem recurs, for which the Contractor was supposed to have taken corrective action, the CO shall, in addition to Source Restriction, have the right to change the inspection point from destination to origin by advising the Contractor in writing of the change.
  - (2) At the time the change becomes effective--
    - (i) All appropriate clauses relating to origin inspection shall be incorporated into the contract for the items(s) involved;
    - (ii) Source Restriction, if not already in force, will be invoked for all items involved, in accordance with (a) above; and
- (iii) The cognizant DCMC office, upon written notification by the CO, will become the office responsible for inspection at the origin loading or filling point and for providing necessary field assistance.
- (c) Failure to provide the information requested or to take prompt corrective action may result in the item(s) and/or contract being terminated for default.(DESC 52.246-9F55)

# F1.01-1 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS (DESC APR 1997)

<u>IMPORTANT NOTE</u> on **EPA TESTING OF UNDERGROUND TANKS.** If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

- (a) **F.O.B. ORIGIN.** On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—
  - (1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.
- (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (b) **F.O.B. DESTINATION.** On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--
- (1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:
- (i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and
- (ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

- (2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.
- (3) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.
- (4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.
- (5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.
- (6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.
  - (7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—
- (i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.
- (ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time. (DESC 52.247-9FH5)

### F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

- (a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.
- (b) Trucks <u>without</u> temperature-compensating meters. For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.
- (c) For all other deliveries, including those using a loading rack meter ticket as the shipping document. The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

### F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)

- (a) **QUANTITY**. The quantity of supplies furnished under this contract shall be determined as follows:
  - (1) **DELIVERIES INTO OR BY TANKER/BARGE**.
    - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--
  - (a) Shore tank measurements; or
  - (b) Calibrated meter.
  - (B) The Government will have the right to have a representative present to witness the measurement of quantity.
  - (ii) F.O.B. DESTINATION.
    - (A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of-
      - (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
      - (b) Gauging the receiving shore tank; or
      - (c) Gauging the tanker/barge before and after delivery.
    - (B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.
  - (2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.
    - (i) F.O.B. ORIGIN.
- (A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--
  - (a) Certified capacity tables of the conveyance loaded;
  - (b) Calibrated meter; or
  - (c) Weight, using calibrated scales.
  - (B) The Government has the right to have a representative present to witness the measurement of quantity.
- (ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined as follows:

- (A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--
  - (B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis
    - (a) Weight, using calibrated scales; or
    - (b) A calibrated meter on the receiving tank system.
- (C) If the Government does not require method (a)(2)(ii)(A) above and does not elect to use method (a)(2)(ii)(B) above, the Contractor may then elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:
  - (a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or
  - (b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery.

This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.
- (d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.
  - (D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

#### (iii) WATER BOTTOMS.

of--

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.
- (b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--
  - (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
  - (2) All product volumes measured by meters on the (receiving) tank system;
  - (3) All product volumes determined by weight using a calibrated scale;
  - (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.
- (c) **MEASUREMENT STANDARDS**. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:
- (1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.
- (i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.
- (ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.
  - (iii) If the original measurement is by weight and quantity is required by U.S. gallons, then-
- (A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.
  - (B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.
- (2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

# F3 TRANSPORT TRUCK AND/OR TRUCK AND TRAILER FREE TIME AND DETENTION RATES (PC&S/COAL) (DESC APR 1998)

(a) Upon arrival of Contractor's transport truck or truck and trailer, the receiving activity shall promptly designate the delivery point
into which the load is to be discharged. Contractor shall be paid for detention beyond free time for delays caused by the Government. A minimum of
one hour free time is required.
(1) Free time for unloading a transport truck, excluding multiple drop deliveries, or truck and trailer in excess of one hour:

(2) Rate for detention beyond free time: \_\_\_\_\_\_.

The above will not be considered in the evaluation of offers for award.

- (b) Notwithstanding the above, the Government is entitled to at least as much free time as is allowed by the common carrier or that the Contractor normally allows its regular commercial customers, whichever is greater. In addition, the Government will not pay more in detention rates than the actual rate charged by the common carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. UNLESS OFFEROR INDICATES OTHERWISE, FREE TIME WILL BE CONSIDERED UNLIMITED.
- (c) **DETENTION COSTS**. Detention costs <u>do not</u> apply to tank wagon or to multiple drop transport truck or truck and trailer deliveries. Detention costs will be the sole responsibility of the activity incurring them. Any invoices for detention costs will be forwarded directly to the activity receiving the product.

(DESC 52.247-9FK1)

#### F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)

- (a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.
- (b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number of Transportation Company

State(s) in which transporter is authorized to operate

(DESC 52.247-9FJ5)

#### F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

- (a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:
  - (1) Ordering period begins: <u>Date of Award</u> and ends: <u>31 JULY 2002</u>
  - (2) Delivery period begins: <u>DATE OF AWARD</u> and ends: <u>30 days after end of ordering period</u>.
- (b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

#### F20 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

- (b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.
- (c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.
- (d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.
- (e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

# F98 DELIVERY CONDITIONS FOR ALL GRADES OF MOTOR GASOLINE AND AVIATION FUELS (DESC OCT 1992)

- (a) The Contractor shall comply with National Fire Protection Association (NFPA) standards and any other Federal, State, or local safety measures and environmental requirements applicable to the geographic location of the receiving activity. Special attention should be given to the safety measures required for items calling for truck-to-truck or truck-to-drum delivery of motor gasoline or aviation fuels (section 5 of the NFPA 30 standards for such measures as static protection, bonding/grounding procedures, etc.).
- (b) The Contractor shall be responsible for using delivery conveyances that carry vapor recovery systems compatible with the storage/equipment used to receive motor gasoline or aviation fuel at the receiving activity. Further, the vapor recovery system on each conveyance shall be in compliance with the regulations promulgated by the U.S. Environmental Protection Agency or any other responsible State or local authority having jurisdiction over recovery of gasoline vapors.

(DESC 52.242-9FC1)

#### F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by
conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b)
helow

(b) The permissible variation shall be limited to
Percent increase
Percent decrease
This increase or decrease shall apply to <u>EACH DELIVERY ORDER</u>
(FAR 52.211-16)

#### G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

## G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

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b)	C	he	ck.	Rei	mıt	tan	ce	Ad	dre	ess:																					
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<u>NOTE</u>: Additional information may be entered in <u>EITHER</u> paragraph (b) <u>OR</u> paragraph (c) below. Total space available for information entered in (b) OR (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

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- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.
  - $(f) \ \ The \ electronic \ transfer \ of \ funds \ does \ not \ constitute \ an \ assignment \ of \ such \ funds \ in \ any \ form \ or \ fashion.$
- (g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

### (h) NOTICE TO FOREIGN SUPPLIERS.

- (1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.
- (2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.
- (3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.
  - (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

# G9.11 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

- (a) As provided in paragraph (b) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information , in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) **DESIGNATED OFFICE.** NON-DBOF FUNDED REQUIREMENTS: RESPECTIVE PAYING OFFICE

	DBOF FUNDED: SEE FOLLOWING	
Name:	DESC-PE	
Mailing Address:	8725 JOHN J. KINGMAN ROAD, SUITE 4950	
	FORT BELVOIR, VA 22060-6222	
<del>-</del>		_
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Talanhana Number(s):		
refeptione Number(s).		-
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Person(s) to Contact: _		-
Electronic Address: _		-

### G9.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the offeror's official authorized to provide this

(FAR 52.232-35)

information.

- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-38)

### G150.03 ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT (EDI) (DESC OCT 1998)

- (a) SUBMISSION OF ELECTRONIC INVOICES.
- (1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.
- (2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices; and Addendum 824, Invoice Returns Notification.
  - (b) INVOICING ADDRESS.
- (1) Electronic invoices for items paid for with DLA/DESC funds, as cited on the order form (DD Form 1155/ Standard Form 1449), shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

- (2) **SUBMISSION OF INVOICES.** Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transactions Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, shipment number, item number, and contract description of supplies, services, sizes, quantities, unit price, and extended total.
  - (c) PAYMENT. Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.
  - (d) **CERTIFICATION OF RECEIPT.** See the SUBMISSION OF INVOICES FOR PAYMENT clause for receipt documentation.
  - (e) INVOICING FOR DETENTION/DEMURRAGE COSTS. Detention costs are allowable only on tank truck deliveries.

Detention/demurrage costs are the sole responsibility of the activity incurring them. Invoices for detention or demurrage costs will be submitted by the Contractor directly to the activity receiving the product.

(DESC 52.232-9FH5)

# G150.03-1 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (DESC MAR 1999)

(a) **CONTRACTOR PASSWORD.** The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

### (b) PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.

- (1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.
- (2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.
- (3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.
- (4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

### (c) COMMERCIAL RECEIPTS.

- (1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:
  - (i) Item number;
  - (ii) Order number;
  - (iii) Type of fuel delivered;
  - (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
  - (vi) Tank identifier determined by the base; and
  - (vii) Any other required information specified in the narrative of the Schedule for the item.
- (2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with "NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE" where applicable.

#### (d) PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD

**FORM 250)/INVOICE.** At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

- (1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The shipment date field automatically fills with the current date, which the Contractor will correct if necessary; the shipment date must reflect the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets with load quantities corrected to 60°F; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause. If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.
- (2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:
  - (i) The commercial ticket number;
- (ii) The quantity indicated on the commercial receipt, determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION)clause.)

- (3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:
- (i) An email message to the Activity. The email message will request approval of the DD Form 250 and inform the Activity to access the web page to accomplish this by electronic signature.
- (ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.
  - (4) The Government's Authorized Representative will either—
- (i) Approve or accept the DD Form 250 document by electronic signature and submit the document via the PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR
- (ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity's rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment the Activity may proceed to change either the quantity or shipment date to that which the Activity had asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)
- (5) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(4)(ii) above) as soon as possible.
- (6) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically labeled with the words "CORRECTED COPY." As in (d)(4)(i) and (ii) above, the Contractor is notified, with automatic posting of the EDI transmission to the payment office.
- (7) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.
- (8) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.

- (9) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.
- (e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is required <u>except</u> in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM clause.
  - (f) PAYMENT.
- (1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.
- (2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.
- (g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Both detention costs (allowable only for tank truck deliveries) and demurrage costs for barge deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER SATPC-L
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FH6)

- G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2000)
- NOTE 1: FOR FACSIMILE INVOICING, see the SUBMISSION OF INVOICES BY FACSIMILE clause.
- **NOTE 2**: See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.
- **NOTE 3**: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.
- (a) INVOICING OF ORDERS PLACED BY ARMY, NAVY (including Marines), AND OTHER DoD ACTIVITIES (except Air Force, Alaska, and Hawaii):
- (1) **PAYING OFFICE**. Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER STOCK FUND DIRECTORATE FUELS ACCOUNTING AND PAYMENTS DIVISION ATTN: DFAS-CO-TLSFC P.O. BOX 182317

1.0. BOX 102317

COLUMBUS, OH 43218-6252

#### (2) CERTIFICATION OF RECEIPT.

- (i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:
  - (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
  - (B) DD Form 1155, Order for Supplies or Services; or
  - (C) DD Form 250, Material Inspection and Receiving Report; or
  - (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).
- (ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

#### (iii) PC&S DELIVERIES.

- (A) Overbillings--
- (a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

- (b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.
  - (B) Underbillings will be paid as invoiced.
- (C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.
- (iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

#### (3) SUBMISSION OF INVOICES.

- (i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.
- (ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

#### (iii) COURIER DELIVERY OF INVOICES.

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER ATTN: DFAS-CO-TLSFC 3990 EAST BROAD STREET, BLDG 21 COLUMBUS, OH 43213-1152

- (B) Invoices submitted by courier to the above address will be handled in a timely manner.
- (b) INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES, including Air Force, Alaska and Hawaii.
- (1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.
- (2) **SUBMISSION OF INVOICES.** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Such activities will also indicate the procedures for processing tax exemption certificates.
- (c) **INVOICING DETENTION COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER ATTN: SATPC-L NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

#### G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)

- (a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alphanumeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".
- (b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity. (DESC 52.232-9F85)
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC MAR 2000)
- **NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items for Army, Navy (including Marines), and other DoD activities (except Air Force, Alaska, and Hawaii).
- NOTE 2: See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

- **NOTE 3**: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.
- (a) <u>IMPORTANT NOTICE</u>: Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the FACSIMILE INVOICING or the FACSIMILE OR ELECTRONIC INVOICING provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.
  - (b) INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.
- (1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CO-TLS cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning Customer Service (DFAS-CO-TLS) at (800) 756-4571 (Options 2 and 2). Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.
  - (2) The DFAS-CO-TLS FAX number is (614) 693-0670/0671/0672.
  - (3) The Contractor shall include its FAX number on each document transmitted.
- (4) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE FAXED" and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CO-TLS specifically requests it.
  - (5) F.O.B. DESTINATION DELIVERIES.
    - (i) CERTIFICATION OF RECEIPT.
      - (A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:
        - (a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or
        - (b) The DD Form 1155, Order for Supplies or Services; or
        - (c) The DD Form 250, Material Inspection and Receiving Report; or
        - (d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries

only).

- (B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.
  - (ii) PC&S DELIVERIES.
    - (A) Overbillings--
- (a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.
- (b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.
  - (B) Underbillings will be paid as invoiced.
- (C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.
  - (6) F.O.B. ORIGIN DELIVERIES RECEIVING REPORTS.
- (i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is (703) 767-9380. The receiving report shall be transmitted no later than two working days after each delivery.
  - (ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:
    - (A) DD Form 250 (Material Inspection and Receiving Report); or
    - (B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).
- (iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: "ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE."
- (c) INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE. Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor via facsimile directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER ATTN SATPC-L NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

# I1.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC AUG 1999)

Use of electronic invoicing via PORTS is mandatory under the resultant contract. Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

- (a) **Exceptions** to the use of electronic invoicing are limited to the following:
- (1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.
  - (2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.
  - (b) In the event of an exception to invoicing identified above, the Contractor shall--
- (1) Fax its invoice to DFAS-CO-LSFC at the following fax number: (614) 693-0670. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-CO-LSFC) at 1-800-453-5014. If local (Columbus Metro Area), the Customer Service number is (614) 693-4994. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.
  - (2) Include the Contractor's fax number on each document transmitted.
- (3) After transmitting the original invoice, the Contractor shall mark that invoice "ORIGINAL INVOICE FAXED" and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-LSFC specifically requests it.

  (DESC 52.212-9F52)

#### II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

- (a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
  - (b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <a href="http://farsite.hill.af.mil">http://farsite.hill.af.mil</a>
FAR/DFARS: <a href="http://www-far.npr.gov">http://www-far.npr.gov</a>

DLAD: <a href="http://www.procregs.hq.dla.mil/icps.htm">http://www.procregs.hq.dla.mil/icps.htm</a>

- (c) All <u>DESC</u> clauses and provisions are contained in full text in this document.
- (d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation

provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
L2.10-1	FAR 52.214-35	SUBMISSION OF OFFERS IN US CURRENCY
L5.01-1	DLAD 52.233-9000	AGENCY PROTEST

(2)

CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984)
G9.13	FAR 52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
I1.07	DFARS 252.204-7004 (MAR 1998)	REQUIRED CENTRAL CONTRACTOR REGISTRATION
127	FAR 52.202-3	GRATUITIES (APR 1984)
133	52.232-17	INTEREST (JUN 1996)
187	DLAD 52.219-9001	OBLIGATION TO ORDER WHEN AN SDB PRICE
		DIFFERENTIAL APPLIES (DEC 1991) DLAD
I171.07	FAR 52.219-16	LIQUIDATED DAMAGES SUBCONTRATING PLAN (JAN
	1999)	

(DESC 52.252-9F08)

# 11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
  - (A) Exchanging the information covered by such subsections for anything of value; or
  - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

#### I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

- (a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.
- (b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.
- (c) The term **termination action,** as used herein, means the termination for cause, including any associated reprocurement effort, involving--
  - (1) Any single order or any group of orders terminated together;
  - (2) Any item or group of items terminated together; or
  - (3) The entire contract.

(DESC 52.249-9F20)

#### 128.01 FEDERAL, STATE, AND LOCAL TAXES (DESC NOV 1993) (DEVIATION)

(a) As used in this clause--

Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for best and final offers.

All applicable Federal, State, and local taxes and duties means all taxes and duties that the taxing authority, including Puerto Rico and other possessions of the United States, are imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax means any new or increased Federal, State, or local excise tax or duty, except social security or other employment taxes, on the transactions or property covered by this contract that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax means any amount of Federal, State, or local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

- (b) The contract price includes all applicable Federal, State, or local taxes and duties, except as may be otherwise provided. (For petroleum contracts, see the FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE clause.)
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
  - (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

### 128.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE (DESC MAR 2000)

- (a) **FEDERAL EXCISE TAXES EXCLUDED.** All contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). The taxes should be handled on the Contractor's invoices as follows:
- (1) **MOTOR GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:

FET PER GALLON	PERCENTAGE OF ALCOHOL
\$0.184	0.0% up to but not including 5.7%
\$0.1532	5.7% up to but not including 7.7%
\$0.1424	7.7% up to but not including 10%
\$0.130	10% and above

- (2) **AVIATION GASOLINE.** The manufacturer's FET of \$0.194 per gallon should be included on the Contractor's invoice as a separate item.
- (3) FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6. There is no FET on any of these fuel oils (burner grades) although lighter grades (numbers 1, 2, and 4 (light)) must be dyed. It is the Contractor's responsibility to obtain fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.
  - (4) DIESEL AND NONAVIATION GRADE KEROSENE FUEL.
- (i) **UNDYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD BE INCLUDED on the Contractor's invoice as a separate item.
- (ii) **DYED DIESEL AND NONAVIATION KEROSENE FUEL.** The FET of \$0.244 per gallon SHOULD NOT BE INCLUDED on the Contractor's invoice since all dyed diesel fuel may be used only for tax exempt purposes.
  - (5) **JET FUEL.** The FET of \$0.219 per gallon should be included on the Contractor's invoice as a separate item.
- (6) **EXEMPT SALES.** A Contractor authorized by IRS to sell gasoline, undyed diesel fuel, and nonaviation kerosene tax free should not invoice the FET on sales to the National Guard, on sales to the Government of the District of Columbia, nor on sales of jet fuel and aviation gasoline for military aircraft.

- (b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Any applicable taxes (for which no exemption applies) should be included on the Contractor's invoice as a separate item in accordance with the terms of this contract.
  - (c) CALIFORNIA SALES AND USE TAX. All contract prices exclude the California State Sales and Use Tax.
- (d) **KENTUCKY SALES AND USE TAX.** All contract prices exclude the Kentucky Sales and Use Tax. Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption obtained by each activity.
- (e) **ENVIRONMENTAL AND OIL SPILL TAXES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.
  - (f) INSPECTION FEES. Unless an exemption applies, all contract prices INCLUDE State and local inspection fees.
- (g) **CONNECTICUT PETROLEUM PRODUCTS GROSS EARNINGS TAX.** All contract prices exclude the Connecticut Petroleum Products Gross Earnings Tax. This tax should be included on the Contractor's invoice as a separate item only if no exemption applies.
- (h) **REIMBURSEMENT**. The Government will reimburse the Contractor for the amount of any tax specifically excluded from the contract price pursuant to this clause if no exemption applies.
- (i) **LICENSES** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business or to tax exemption for transactions under this contract are the responsibility of the Contractor. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes which would otherwise be exempt.

(DESC 52.229-9F25)

#### **I28.03-2** TAX EXEMPTION CERTIFICATES (DESC JUL 1999)

- (a) **FEDERAL, STATE, AND LOCAL EXCISE TAXES.** Contractor's request for tax exemption certificates covering any Federal, State, local excise tax, or Kentucky Sales and Use Tax excluded from the contract price pursuant to the terms of this contract shall be forwarded with Contractor's invoices or as otherwise indicated by the Ordering Officer, except for (1) deliveries of motor gasoline or diesel fuel to Army and Navy activities, in which case requests for tax exemption certificates should be forwarded to the Ordering Officer, and (2) deliveries of all fuels to the National Guard, in which case such activities shall indicate the procedure for processing tax exemption certificates. Upon the Contractor's request for a tax exempt certificate, if the Government fails to provide tax exempt certificates to the Contractor, the Contractor shall notify the DESC Contracting Officer and invoice the applicable payment office for said taxes as an additional line item on the invoice. The DESC Contracting Officer may authorize payment of the tax if the ordering office or activity refuses to issue the tax exemption certificate.
- (b) GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES. If this contract provides that the Contractor is to invoice for the Federal tax, the supplies to be furnished under such item at the time this contract is entered into are generally intended for a purpose for which tax exemption cannot be claimed. However, in instances where the invoice price for any item includes the excise tax and tax exemption can be claimed, the applicable tax may be deducted from the order or the invoice by the Government and a tax exemption certificate furnished in lieu of paying the tax. Tax exemption certificates to be furnished under this paragraph (b) will be issued by the Ordering Officer.

(DESC 52.229-9F45)

# THE FOLLOWING CLAUSE APPLIES ONLY TO $\underline{\text{UNRESTRICTED}}$ ITEMS AND, IF APPLICABLE, ANY $\underline{\text{TOTAL}}$ SMALL BUSINESS SET-ASIDE ITEMS.

#### I84 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after \_\_30 AUGUST 2002\_\_\_\_\_\_.

(FAR 52.216-21)

### 186.03 DELIVERY-ORDER LIMITATIONS (PC&S) (DESC MAY 1996)

This clause is applicable only to tank truck and tank wagon deliveries.

- (a) **MINIMUM ORDER.** The Contractor shall not be obligated to honor any order under this contract for less than the minimum quantity applicable to the method of delivery called for by the item(s) as specified in the DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS clause.
- (b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor any order for a single item/a combination of items/a series of orders from the same ordering office, within any given 30-day period, in excess of whichever of the following is applicable:
- (1) If the total estimated contract quantity is 100,000 gallons or less, the Contractor shall not be required to deliver a quantity in excess of the total estimated contract quantity of the item/all the items/all the items on all the orders;
- (2) If the total estimated contract quantity is between 100,000 and 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 50 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 100,000 gallons, whichever is greater; or
- (3) If the total estimated contract quantity is greater than 500,000 gallons, the Contractor shall not be required to deliver a quantity in excess of 35 percent of the total estimated contract quantity of the item/all the items/all the items on all the orders, or 250,000 gallons, whichever is greater.
- (c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in (b) above.
- (d) Notwithstanding the foregoing, the Contractor shall honor any order received that exceeds the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may secure the supplies from another source.
- (e) Nothing in either (b) or (c) above shall be construed to require a Contractor to furnish supplies in excess of the quantity directed to be supplied by the Department of Energy, in the event of a directed allocation, pursuant to the ALLOCATION clause.

(DESC 52.216-9FK1)

## I174.05 MANUFACTURING AND FILLING POINTS (HUBZONES) (DESC MAR 1999)

- (a) To be eligible for the HUBZone Price Evaluation Preference (HPEP) under this solicitation, a small business must agree to provide only product manufactured/refined by a HUBZone-qualified small business manufacturer/refinery. Product may <u>not</u> be furnished as a result of an exchange agreement with a large business.
- (b) All small businesses expecting to receive the HPEP as described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause hereby agree that only product manufactured/refined by the HUBZone-qualified small manufacturer(s)/refinery(ies) identified on the applicable Price Data Sheet contained in the Offeror Submission Package will be provided for all items awarded with a preference. If circumstances are such that, during the terms of this contract, a committed HUBZone small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new HUBZone small business supplier before operations with the new firm commence.
- (c) In order to be eligible for the HPEP, all small businesses must provide the following information with the offer; failure to do so may render the offer ineligible for award with an HPEP:
  - (1) Name(s) and address(es) of the HUBZone small business manufacturer(s)/refinery(ies);
  - (2) Refinery points of contact;
  - (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed HUBZone small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.
  - (d) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F36)

#### 1174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED) (SDB PEA) (DESC FEB 1999)

- (a) This clause only applies to Federal Civil items that may be contained in this solicitation.
- (b) To be eligible for the Price Evaluation Adjustment (PEA) on the unrestricted portion of this solicitation, a Small Disadvantaged Business (SDB) must agree to provide only product manufactured/refined by a small business manufacturer/refinery. Product may <u>not</u> be furnished as a result of an exchange agreement with a large business.
- (c) All SDBs expecting to receive the PEA as described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause hereby agree that only product manufactured/refined by the small manufacturer(s)/refinery(ies) identified on DESC Form 2.16, 2.16A, 2.17, or 2.17A will be provided for all items awarded with a PEA. If circumstances are such that, during the terms of this contract, a committed small business supplier can no longer provide the product, the Contractor must immediately notify the Contracting Officer, who must approve the new small business supplier before operations with the new firm commence.
- (d) In order to be eligible for the PEA, all SDBs must provide the following information with the offer; failure to do so may render the offer ineligible for award with a PEA:
  - (1) Name(s) and address(es) of the small business manufacturer(s)/refinery(ies);
  - (2) Refinery points of contact;
  - (3) Name(s) and address(es) of the filling point(s) (if different from refinery(ies)); and
- (4) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which must state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period.
  - (e) All other evaluation factors described in this solicitation will apply.

(DESC 52.219-9F37)

### I179 ALLOCATION (DESC JUL 1995)

- (a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--
- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.
- (b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:
  - (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
  - (3) Terminate the contract as permitted in (d) below.
- (c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--
  - (1) The law, regulation, or order, furnishing copies of the same;
  - (2) The authority under which it is imposed; and
  - (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

- (d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.
- (e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.
- (f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

#### 1186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

- (a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.
- (b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

#### 1209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

- (a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.
- (b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.
- (c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

#### **I211 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <u>DATE OF AWARD</u> through <u>31 JULY 2002</u>.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

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DC 514-46 52,800
DC C50-52 30,000
IN 788-26 72,000
IN D90-67 33,000
KY E70-68 26,650
KY 160-461 60,000
KY E74-46 46,600
KY E05-26 13,200
KY E74-26 80,000
KY E15-28 47,520
KY E70-28 46,600
MD 201-34 53,280
MD F45-68 7,260
MD G16-94 50,000
MD G70-94 2,000,000
MD 248-462 160,000
MD 566-46 66,000
MD 805-462 978,120
MD F45-46 20,000
MD 562-08 13,200
OH 847-32 20,000
OH 847-28 3,300
TN 318-13 66,000
TN 350-13 16,500
TN 360-13 52,800
TN 377-13 52,800
TN 865-13 33,000
TN K46-68 20,000
TN K90-46 700,000
TN K40-26 40,000
TN 865-28 30,000
TN K46-28 20,000
VA 444-13 20,000
VA 448-13 34,400
VA 446-46 20,000
VA M74-28 24,000
WV 900-12 23,100
WV 477-13 46,200
WV 480-13 20,000
WV 487-13 21,120
WV 490-13 33,000
WV 900-13 23,100
WV 746-682 13,200
WV N10-68 4,000
WV N15-94 10,000
WV N10-46 4,000
WV N40-46 100,000
WV 900-26 23,100
WV 905-28 33,000
WV N10-28 36,000
WV N15-28 40,000
WV N40-28 24,000
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WV N80-28 66,000